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RICHARD SIMRING VS CREDIT ONE BANK, N.A. ET AL						
Local Case Number:		2023-027447-CA-01		Filing Date:		12/03/2023
State Case Number:		132023CA02744701GE01		Judicial Section:		CA13 - Downtown Miami - Judge Brinkley, Tanya
Consolidated Case No.:		N/A		Court Location:		73 West Flagler Street, Miami FL 33130
Case Status:		OPEN		Case Type:		Business Transactions
☰ Related Cases						Total Of Related Cases: 0 +
👤 Parties						Total Of Parties: 23 +
🔊 Hearing Details						Total Of Hearings: 0 +
📑 Dockets						Total Of Dockets: 28 -
	DIN	Date	Book/Page	Docket Entry	Event Type	Comments
📄	23	02/07/2024		Notice of Appearance	Event	Parties: Eichhorn Cory William; Credit One Bank N.A.; Credit One Financial Inc; LVNV Funding LLC; Sherman Financial Group LLC; Sherman Capital LLC; Sherman Originator LLC; Sherman Originator III LLC; MHC Receivables LLC; Andreu Palma Lavin & Solis PLLC; Navarro Benjamin W; Silver Scott E; Fallavollita Paul; Picciano Daniel; Mazzoli Jon; Branigan Kevin; Dejong Robert; Wiese Michael; Rufail Mark; Andreu Juan G; Palma Jorge Luis; Moehle Kristina Bianca
📄	22	12/13/2023		Affidavit of Service	Event	
📄	21	12/13/2023		Service Returned	Event	
📄	20	12/12/2023		Service Returned	Event	
📄	19	12/12/2023		Service Returned	Event	
📄	18	12/11/2023		Affidavit of Service	Event	

DIN	Date	Book/Page	Docket Entry	Event Type	Comments
17	12/06/2023		Receipt:	Event	RECEIPT#:3080053 AMT PAID:\$60.00 NAME:SIMRING, MATTHEW ROY 2750 TAYLOR AVENUE, SUITE A-10 ORLANDO FL 32806 COMMENT: ALLOCATION CODE QUANTITY UNIT AMOUNT 3139-SUMMONS ISSUE FEE 1 \$10.00 \$10.00 3139-SUMMONS ISSUE FEE 1 \$10.00 \$10.00 3139-SUMMONS ISSUE FEE 1 \$10.00 \$10.00 3139-SUMMONS ISSUE FEE 1 \$10.00 \$10.00 3139-SUMMONS ISSUE FEE 1 \$10.00 \$10.00 3139-SUMMONS ISSUE FEE 1 \$10.00 \$10.00 TENDER TYPE:EFILINGS TENDER AMT:\$60.00 RECEIPT DATE:12/06/2023 REGISTER#:308 CASHIER:EFILINGUSER
	12/05/2023		20 Day Summons Issued	Service	
	16	12/05/2023	ESummons 20 Day Issued	Event	RE: INDEX # 10. Parties: Moehle Kristina Bianca
	12/05/2023		20 Day Summons Issued	Service	
	15	12/05/2023	ESummons 20 Day Issued	Event	RE: INDEX # 9. Parties: Navarro Benjamin W
	12/05/2023		20 Day Summons Issued	Service	
	14	12/05/2023	ESummons 20 Day Issued	Event	RE: INDEX # 8. Parties: Andreu Palma Lavin & Solis PLLC
	12/05/2023		20 Day Summons Issued	Service	
	13	12/05/2023	ESummons 20 Day Issued	Event	RE: INDEX # 7. Parties: LVNV Funding LLC
	12/05/2023		20 Day Summons Issued	Service	
	12	12/05/2023	ESummons 20 Day Issued	Event	RE: INDEX # 6. Parties: Credit One Bank N.A.
	12/05/2023		20 Day Summons Issued	Service	
	11	12/05/2023	ESummons 20 Day Issued	Event	RE: INDEX # 5. Parties: Sherman Financial Group LLC
4	12/05/2023		Receipt:	Event	RECEIPT#:3060204 AMT PAID:\$443.50 NAME:SIMRING, MATTHEW ROY 2750 TAYLOR AVENUE, SUITE A-10 ORLANDO FL 32806 COMMENT: ALLOCATION CODE QUANTITY UNIT AMOUNT 3100-CIRCUIT FILING FEE 1 \$401.00 \$401.00 3102-MULTIPLE DEFENDANT 1 \$42.50 \$42.50 TENDER TYPE:EFILINGS TENDER AMT:\$443.50 RECEIPT DATE:12/05/2023 REGISTER#:306 CASHIER:EFILINGUSER
	10	12/04/2023	(M) 20 Day (P) Summons (Sub) Received	Event	
	9	12/04/2023	(M) 20 Day (P) Summons (Sub) Received	Event	
	8	12/04/2023	(M) 20 Day (C) Summons (Sub) Received	Event	
	7	12/04/2023	(M) 20 Day (C) Summons (Sub) Received	Event	

	DIN	Date	Book/Page	Docket Entry	Event Type	Comments
	6	12/04/2023		(M) 20 Day (C) Summons (Sub) Received	Event	
	5	12/04/2023		(M) 20 Day (C) Summons (Sub) Received	Event	
	2	12/03/2023		Complaint	Event	
	1	12/03/2023		Civil Cover Sheet - Claim Amount	Event	

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Juan Fernandez-Barquin
Clerk of the Court and Comptroller
Miami-Dade County

73 W. Flagler Street
Miami, Florida 33130

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FORM 1.997. CIVIL COVER SHEET

The civil cover sheet and the information contained in it neither replace nor supplement the filing and service of pleadings or other documents as required by law. This form must be filed by the plaintiff or petitioner with the Clerk of Court for the purpose of reporting uniform data pursuant to section 25.075, Florida Statutes. (See instructions for completion.)

I. CASE STYLE

IN THE CIRCUIT/COUNTY COURT OF THE ELEVENTH JUDICIAL CIRCUIT,
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

Richard Simring
Plaintiff

Case # _____
Judge _____

vs.

Credit One Bank, N.A., Credit One Financial, Inc, LVNV Funding LLC, Sherman Financial Group LLC, Sherman Capital LLC, Sherman Originator LLC, Sherman Originator III LLC, MHC Receivables, LLC, Andreu, Palma, Lavin & Solis, PLLC, Benjamin W Navarro, Scott E Silver, Paul Fallavollita, Daniel Picciano, Jon Mazzoli, Kevin Branigan, Robert Dejong, Michael Wiese, Vicki Scott, Mark Rufail, Juan G Andreu, Jorge Luis Palma, Kristina Bianca Moehle
Defendant

II. AMOUNT OF CLAIM

Please indicate the estimated amount of the claim, rounded to the nearest dollar. The estimated amount of the claim is requested for data collection and clerical processing purposes only. The amount of the claim shall not be used for any other purpose.

- ☐ \$8,000 or less
☐ \$8,001 - \$30,000
☐ \$30,001- \$50,000
☐ \$50,001- \$75,000
☐ \$75,001 - \$100,000
☒ over \$100,000.00

III. TYPE OF CASE (If the case fits more than one type of case, select the most definitive category.) If the most descriptive label is a subcategory (is indented under a broader category), place an x on both the main category and subcategory lines.

CIRCUIT CIVIL

- ☐ Condominium
- ☐ Contracts and indebtedness
- ☐ Eminent domain
- ☐ Auto negligence
- ☐ Negligence—other
 - ☐ Business governance
 - ☐ Business torts
 - ☐ Environmental/Toxic tort
 - ☐ Third party indemnification
 - ☐ Construction defect
 - ☐ Mass tort
 - ☐ Negligent security
 - ☐ Nursing home negligence
 - ☐ Premises liability—commercial
 - ☐ Premises liability—residential
- ☐ Products liability
- ☐ Real Property/Mortgage foreclosure
 - ☐ Commercial foreclosure
 - ☐ Homestead residential foreclosure
 - ☐ Non-homestead residential foreclosure
 - ☐ Other real property actions
- ☐ Professional malpractice
 - ☐ Malpractice—business
 - ☐ Malpractice—medical
 - ☐ Malpractice—other professional
- ☒ Other
 - ☐ Antitrust/Trade regulation
 - ☒ Business transactions
 - ☐ Constitutional challenge—statute or ordinance
 - ☐ Constitutional challenge—proposed amendment
 - ☐ Corporate trusts
 - ☐ Discrimination—employment or other
 - ☐ Insurance claims
 - ☐ Intellectual property
 - ☐ Libel/Slander
 - ☐ Shareholder derivative action
 - ☐ Securities litigation
 - ☐ Trade secrets
 - ☐ Trust litigation

COUNTY CIVIL

- ☐ Small Claims up to \$8,000
- ☐ Civil
- ☐ Real property/Mortgage foreclosure

- ☐ Replevins
- ☐ Evictions
 - ☐ Residential Evictions
 - ☐ Non-residential Evictions
- ☐ Other civil (non-monetary)

COMPLEX BUSINESS COURT

This action is appropriate for assignment to Complex Business Court as delineated and mandated by the Administrative Order. Yes ☐ No ☒

IV. REMEDIES SOUGHT (check all that apply):

- ☒ Monetary;
- ☐ Nonmonetary declaratory or injunctive relief;
- ☐ Punitive

V. NUMBER OF CAUSES OF ACTION: []
(Specify)

24

VI. IS THIS CASE A CLASS ACTION LAWSUIT?

- ☒ yes
- ☐ no

VII. HAS NOTICE OF ANY KNOWN RELATED CASE BEEN FILED?

- ☒ no
- ☐ yes If “yes,” list all related cases by name, case number, and court.

VIII. IS JURY TRIAL DEMANDED IN COMPLAINT?

- ☒ yes
- ☐ no

IX. DOES THIS CASE INVOLVE ALLEGATIONS OF SEXUAL ABUSE?

- ☐ yes
- ☒ no

I CERTIFY that the information I have provided in this cover sheet is accurate to the best of my knowledge and belief, and that I have read and will comply with the requirements of Florida Rule of Judicial Administration 2.425.

Signature: s/ Matthew R Simring
Attorney or party

Fla. Bar # 175102
(Bar # if attorney)

Matthew R Simring
(type or print name)

12/03/2023
Date

IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO. _____

RICHARD SIMRING, on behalf of himself
and other Florida citizens similarly situated,

Plaintiff,

CREDIT ONE BANK, N.A.;
CREDIT ONE FINANCIAL, INC.;
LVNV FUNDING LLC;
SHERMAN FINANCIAL GROUP LLC;
SHERMAN CAPITAL, LLC;
SHERMAN ORIGINATOR LLC;
SHERMAN ORIGINATOR III LLC;
MHC RECEIVABLES, LLC;
ANDREU, PALMA, LAVIN & SOLIS, PLLC;
BENJAMIN W. NAVARRO; SCOTT E. SILVER;
PAUL FALLAVOLLITA; DANIEL PICCIANO;
JON MAZZOLI; KEVIN BRANIGAN;
ROBERT DEJONG; MICHAEL WIESE;
VICKI SCOTT; MARK RUFAIL;
JUAN G. ANDREU; JORGE LUIS PALMA; and
KRISTINA BIANCA MOEHLE,

FLORIDA STATEWIDE CLASS ACTION

FLORIDA CITIZENS ONLY

JURY TRIAL DEMANDED

Defendants.

CLASS ACTION COMPLAINT

Plaintiff Richard Simring, on behalf of himself and other Florida citizens similarly situated, sues Defendants Credit One Bank, N.A. (**Credit One Bank**); Credit One Financial, Inc. (**Credit One Financial**); LVNV Funding LLC (**LVNV Funding**); Sherman Financial Group LLC (**Sherman Financial Group**); Sherman Capital L.L.C. (**Sherman Capital**); Sherman Originator LLC (**Sherman Originator**); Sherman Originator III LLC (**Sherman Originator III**); MHC Receivables, LLC (**MHC Receivables**); Andreu, Palma, Lavin & Solis, PLLC (**APLS**); Benjamin W. Navarro (**Navarro**); Scott E. Silver (**Silver**); Paul Fallavollita (**Fallavollita**); Daniel Picciano (**Picciano**); Jon Mazzoli (**Mazzoli**); Kevin Branigan (**Branigan**); Robert Dejong (**Dejong**); Michael Wiese (**Wiese**);

Vicki Scott (**Scott**); Mark Rufail (**Rufail**); Juan G. Andreu (**Andreu**); Jorge Luis Palma (**Palma**); and Kristina Bianca Moehle (**Moehle**); and alleges:

INTRODUCTION

This lawsuit is about two separate predatory lending practices.

First, Credit One Bank and Credit One Financial have been “charging off” delinquent credit card accounts of Putative Class members and then assigning those accounts for collection to affiliated corporations, such as LVNV Funding, LLC, for zero consideration. Credit One then takes a federal income tax write-off against future profits for having “charged off” the account, yet turns around and collects the debt (or a substantial portion of it) anyway by suing in the name of an affiliate, thus defrauding consumers (by failing to inform them that their debts have been assigned to a related party for no consideration) and defrauding the United States Internal Revenue Service (by taking a tax write-off with the “left hand” but then collecting the debt with the “right hand”). This double recovery by Credit One Bank and Credit One Financial is illegal, deceptive, and unfair and is referred to collectively herein as the “**Credit Card Charge-Off Fraudulent Transfer Scheme**.”

The mastermind of the Credit Card Charge-Off Fraudulent Transfer Scheme is Benjamin W. Navarro, a billionaire who *literally* owns all of the corporate defendants in this action and *figuratively* owns all of the individual defendants. Mr. Navarro seems to have earned his billions by cheating. Evidence that Navarro and the other Defendants knew of the wrongfulness of the scheme lies in the “daisy chain” of intervening illusory assignments made without consideration to multiple affiliates (often on the same day) all beneficially owned by Navarro, to “distance” the debt collection activities from Credit One and at the same time strip away the contract rights of the Putative Class members.

Astonishingly, as in the case of Plaintiff, Credit One then gives the very same delinquent consumers *new credit cards* as if nothing ever happened. *See* Exhibit B hereto.

Defendants are thus wearing two hats but only disclosing one to the Putative Class members.

The first hat is issuer for new credit cards to subprime borrowers.

The second hat is as the collector of supposedly charged-off debts from subprime borrowers.

The Putative Class thus literally received simultaneously conflicting and contradictory communications from Defendants, on the one hand offering them money at high interest rates to incur new debt and on the other hand collecting money for unpaid debt. In fact, given that money is fungible, Navarro is actually causing Credit One to loan money at subprime interest to its customers to free-up disposable income to pay outstanding debt to his affiliates, and thus, in essence, is financing collection of his own debt at subprime rates. Brilliant, but illegal, because Mr. Navarro did not disclose these conflicts of interest and affiliations to the Putative Class.

Second, Credit One is deliberately assigning charged-off credit card accounts to affiliates without assigning the original cardmember agreement (or, in some cases, assigning the cardmember agreement to the first assignee, only to have subsequent assignees fail to assign the cardmember agreement), resulting in LVNV Funding, LLC and the Co-Conspirator Lawyers collecting debts that LVNV Funding does not own because it never received an assignment of the underlying contract. *See Ham v. Portfolio Recovery Associates, LLC*, 308 So. 3d 942 (Fla. 2020) (“[A] unilateral attorneys’ fee provision in a credit card contract is reciprocal under section 57.105(7), [even] when the debtor prevails in an [action for] account stated.”).

In short, an accounts receivable claim on a credit card cannot be divorced from the cardholder agreement. This second predatory lending scheme, which illegally strips away contract rights from the Putative Class members, is referred to herein as the “**Credit Card Debt Ownership Deception.**”

Defendants should be required to return every single penny they collected from the Putative Class, with interest, using these outrageous predatory lending practices to deceive poor Floridians.

PARTIES, JURISDICTION, AND VENUE

1. This is an action for damages in excess of \$50,000 but less than \$4,999,999, exclusive of interest, costs, and fees.

2. Plaintiff is a Florida citizen and resident of Miami-Dade County.

3. Credit One Bank is a National Bank headquartered in Las Vegas, Nevada.

4. Credit One Financial is a Las Vega corporation that owns Credit One Bank.

5. Defendants Credit One Bank and Credit One Financial are referred to herein collectively as “**Credit One.**”

6. LVNV Funding is a Delaware corporation.

7. Sherman Financial Group is a Delaware limited liability company that operates as a private equity firm headquartered in New York City.

8. Sherman Capital, LLC is a Delaware Corporation.

9. Sherman Originator is a Delaware Corporation.

10. Sherman Originator III is a Delaware Corporation.

11. MHC Receivables is a Delaware Corporation.

12. Defendants LVNV Funding, Sherman Financial Group, Sherman Capital, LLC, Sherman Originator, Sherman Originator III, and MHC Receivables are referred to collectively herein as the “**Alter Ego Assignees.**”

13. The Alter Ego Assignees are alter egos of each other and of Navarro because (i) Navarro dominated and controlled each of the Alter Ego Assignee corporations to such an extent that their independent existence was, in fact, non-existent and Navarro was the alter ego of the corporation; (2) the corporate form was used fraudulently or for an improper purpose, namely, to

deceive the Putative Class as to the owner of the delinquent account; and (3) the fraudulent or improper use of the corporate form caused injury to the Putative Class.

14. **Navarro** is a resident of South Carolina and the CEO of Sherman Financial Group. Navarro is also the beneficial owner of the Alter Ego Assignees and the mastermind of the predatory lending schemes that are the subject of this action.

15. Silver is a resident of South Carolina.

16. Fallavollita is a resident of South Carolina.

17. Picciano is a resident of South Carolina.

18. Mazzoli is a resident of South Carolina.

19. Branigan is a resident of South Carolina.

20. Dejong is a resident of South Nevada.

21. Wiese is a resident of South Nevada.

22. Scott is a resident of South Nevada.

23. Rufail is a resident of South Carolina.

24. Defendants Silver, Fallavollita, Picciano, Mazzoli, Branigan, Dejong, Wiese, Scott, and Rufail are referred to collectively herein as the “**Officer Co-Conspirators**.”

25. The Officer Co-Conspirators acted at all material times as agents and representatives of the Alter Ego Assignees. Nevertheless, as is well-established under Florida law, they remain personally liable for torts they commit – “even if such acts are performed within the scope of their employment or as corporate officers or agents.” *Littman v. Commercial Bank & Tr. Co.*, 425 So. 2d 636, 640 (Fla. 3d DCA 1983); *Daum v. Adweiss, LLLP*, 271 So. 3d 30, 31 (Fla. 3d DCA 2018) (“[I]ndividual officers and agents of a corporation are personally liable for torts committed within the scope of their employment, and joint and several liability may apply to both the individual who perpetrated the tort

and the company for whom he worked.”) (citation omitted); *Kerry's Bromeliad Nursery, Inc. v. Reiling*, 561 So. 2d 1305, 1306 (Fla. 3d DCA 1990) (“Moreover, the fact that the defendant allegedly committed such negligent acts while employed as the chief executive officer for his close corporation cannot change this result because it is settled that a corporate employee is personally liable for his own torts—even though committed within the scope of his employment with the said corporation.”); *Lee B. Stern & Co., Ltd. v. Green*, 398 So. 2d 918, 920 (Fla. 3d DCA 1981) (“With respect to Lee Stern, we find that the trial court's order must be reversed: individual officers and agents of a corporation are personally liable where a tort has been committed.”).

26. APLS is a Florida professional limited liability company.

27. Andreu is a Florida citizen and resident of Miami-Dade County.

28. Palma is a Florida citizen and resident of Miami-Dade County.

29. Moehle is a Florida citizen and resident of Palm Beach County.

30. APLS, Andreu, Palma, and Moehle are collectively referred to herein as the **“Lawyer Co-Conspirators.”**

31. The Lawyer Co-Conspirators may claim that their actions were privileged because they were merely providing legal services. To the contrary, the Lawyer Co-Conspirators cannot claim privilege because were not providing lawful legal representation to Defendants but rather had crossed the line of professional ethics and traveled outside the scope of their professional representation to substantially assist and conspire to engage in conduct to defraud consumers (*i.e.*, the Putative Class). *See Logan v. Morgan, Lewis & Bockius LLP*, 350 So. 3d 404 (Fla. 2d DCA 2022) (“And contrary to Morgan Lewis's suggestion, no blanket rule insulates attorneys from liability for aiding and abetting a tort that harms a third party. Rather, courts have recognized that attorneys and law firms can be liable under Florida law for aiding and abetting when they knowingly help their clients ... defraud another.

... The complaint also states a cause of action against Morgan Lewis for civil conspiracy. ... Morgan Lewis contends that attorneys and law firms are merely extensions of their clients and therefore cannot conspire with their clients to tortiously harm third parties. This contention misapprehends Florida law. Although recognizing that attorneys should be given wide berth to lawfully serve the interests of their clients, Florida law provides no per se bar to civil conspiracy claims against attorneys who help their clients ... defraud another.... [Morgan Lewis's] conduct that plainly falls outside the scope of legitimate legal representation. Providing advice for the purposes of aiding a client's criminal or fraudulent scheme is by definition 'not ...a professional service but participation in a conspiracy.'").

32. The Lawyer Co-Conspirators were not only instrumental to the success of the two predatory lending schemes subject of this lawsuit but also absolutely indispensable because without the participation of lawyers effective collections from the Putative Class could not have occurred.

33. Defendants are subject to specific personal jurisdiction under §§ 48.193(1)(a)(1), (a)(2), & (a)(7), Fla. Stat., because the causes of action alleged herein arise from and relate to the commission of the subject tortious acts within Florida; operating, conducting, engaging in, or carrying on a business or business venture in Florida; and/or breaching the subject contract in Florida by failing to perform acts required by the contract to be performed in Florida. In addition, Defendants are subject to general personal jurisdiction under § 48.193(2), Fla. Stat., because Defendants are engaged in substantial and not isolated activity within Florida.

34. Defendants are also subject to long-arm personal jurisdiction under the holding in *Amersham Enters., Inc. v. Hakim-Daccach*, No. 3D20-1566 (Fla. 3d DCA Jan. 19, 2002) ("Under a well-developed body of precedent, 'each conspirator is liable for and bound by the act and declaration of each and all of the conspirators done or made in furtherance of the conspiracy even if not present at the time.' It follows that 'acts of a conspirator in furtherance of a conspiracy may be attributed to the

other members of the conspiracy and that personal jurisdiction over a nonresident coconspirator may be exercised even absent sufficient personal minimum contacts with the forum if those contacts are supplied by another.’ Accordingly, “the conspiracy theory of ‘personal jurisdiction is viewed as consistent with the requirements of due process.’”).

35. Venue is proper in this judicial district because the causes of action accrued in Miami-Dade County, Florida and at least one of the defendants resides here.

GENERAL ALLEGATIONS

36. Credit One, which, together with the other corporate defendants, is beneficially owned by Navarro, is the tenths largest credit card issuer in the United States.

37. Credit One has a history of complaints concerning its collection practices.

38. In J.D. Power’s 2021 credit card satisfaction survey, Credit One ranked *last place* among national card issuers, as it has done since it joined the rankings in 2017.

39. Credit One as a brand also got off to a rocky start.

40. Originally called First National Bank of Marin, the company changed its name to Credit One Bank in 2006 shortly after settling claims that its employees had offered secured credit cards to people with bad credit, then encouraged them to charge the security deposit to the card. After additional fees were also tacked on to the card, consumer essentially found their credit limit entirely used up, leaving them with only a few dollars in available credit.

41. In an effort to change its image, Credit One decided that it would no longer sue customers for delinquent account directly but instead would assign the claims to one of the Alter Ego Assignees so that its “brand” was not associated with collection litigation against the very same class of consumers it was seeking to sell high-interest loans to, i.e., subprime borrowers.

42. Sherman Financial Group, which Navarro also owns, portrays itself as a global

investment company with a “20-year track record of unparalleled success and \$7 billion “under investment.” Sherman’s website indicates that it has the following lines of business,: “direct origination of credit cards and consumer loans” and “investment in non-performing consumer debt.”

43. Navarro, through Sherman, caused Credit One, LVNV Funding, and the other Defendants, to implement the two predatory lending schemes that are the subject of this lawsuit.

A. The Credit Card Charge-Off Fraudulent Transfer Scheme

44. The first predatory lending scheme is the Credit Card Charge Off Fraudulent Transfer Scheme, where Credit One pretends to “charge off” delinquent credit card accounts of the Putative Class members and then pretends to “assign” the claims for collection to the Alter Ego Assignees, which are all beneficially owned and directly controlled by Navarro, just like Credit One.

45. The assignments of the charged off credit debts are not supported by consideration.

46. No money changes hands between Credit One and the Alter Ego Entities, or between and/or among the Alter Ego Entities themselves.

47. In other words, Credit One does not actually receive any payment from the Alter Ego Assignees for the purportedly charged-off accounts that Credit One transfers nor do the Alter Ego Entities receive money from transferring the claims among each other. The transfers are accomplished by written assignments, often in a “daisy chain” sequence from one Alter Ego Entity to the next and often multiple times on the same day, making it extremely unlikely that money changed hands.

48. Because these assignments are not supported by consideration, and because they fail to assign the underlying cardmember agreements as discussed in Subsection B below, they are unenforceable as being illusory and thus referred to herein as the “**Illusory Assignments.**” Samples are attached behind the Complaint that is Exhibit A hereto and discussed below in Subsection C.

49. The incentive for the Credit Card Charge Off Fraudulent Transfer Scheme is that Credit One was able to report a “loss” on its federal income tax returns for supposedly “writing off” the delinquent credit card debts of the Putative Class Members, which allowed Credit One to pay less money in federal income taxes by offsetting the losses against future profits.

50. What Credit One, Navarro, and the remainder of the Defendants fail to tell the IRS is that the delinquent account is then transferred to a related, insider company (*i.e.*, the Alter Ego Assignees), thus defrauding the IRS because Navarro is taking a tax write-off with the “left hand” and then then collecting the same debt with his “right hand.”

51. This double recovery by Defendants is also deceptive to the Putative Class because Credit One never informed or advised them that their account had been assigned for collection to a ***related*** entity (*i.e.*, an “insider” as defined in the Florida Uniform Fraudulent Transfer Act) or that their Cardmember Agreements had not been transferred by virtue of the Illusory Assignments, or that Credit One was essentially recovering twice on a single debt due to the federal income tax write off.

B. The Credit Card Debt Ownership Deception

52. The Alter Ego Assignees are the hidden “collection division” of Credit One.

53. However, because the Illusory Assignments did not assign the underlying Cardmember Agreements between Credit One and the Putative Class to the Alter Ego Entity that acted as the ultimate debt collector, and because the assignments were unsupported by consideration, the Alter Ego Assignees never actually owned the debt they tried to collect from the Putative Class.

54. One of the reasons for this legal gamesmanship is that Credit One was attempting to conceal the obligations in its own Cardmember Agreement – in particular, its obligation to pay prevailing party attorneys’ fees to the Putative Class members who win their cases and its obligation to arbitrate disputes at the request of the Putative Class members.

55. The result of this scheme to “strip” the Cardmember Agreements from the credit card debts (and thus strip away the contract rights of the Putative Class member) is that the Alter Ego Assignees are holding an empty bucket because they were never assigned the actual Cardmember Agreements from which the debts arose in the first instance.

56. Thus, *every* communication from Credit One to the Putative Class members, and *every* communication from the Alter Ego Assignees to the Putative Class members, and *every* communication from the Lawyer Co-Conspirators to the Putative Class members, was patently false because Credit One never assigned, and the Alter Ego Assignees did not own, the debts arising from the credit cards issued to the Putative Class members.

57. Indeed, this was not accidental.

58. Rather, Navarro deliberately avoided assigning the Cardmember Agreements.

59. The reason, again, is that Defendants were trying to “strip” the away their own obligations under the Cardmember Agreements – or at least to conceal them – is the arbitration clause, which is bad for collections profits because arbitration costs more than court and Credit One is less likely to pursue an arbitration than a small claims action.

60. In addition, Cardmember Agreements have other significant terms that could impact the course of proceedings, such choice of law, choice of forum, choice of venue, the requirements of presuit mediation, and/or some other condition precedent to suing.

61. Without the Cardmember Agreements, it is impossible for consumers to cogently defend a credit card case or even to seek counsel to defend one. Moreover, the Cardmember Agreements afford valuable rights to the Putative Class and attempting to collect judgments against the Putative Class members, the Defendants are engaging in “state action” to deceive consumers in a way that infringes their constitutional rights to due process of law and freedom of contract.

62. As early as 1994, Florida held that credit card debt cannot be separated from the written contract between the parties from which the debt arose. In fact, there is no Florida case allowing *a non-assignee* of a contract to sue for the debt arising out of that contract. Rather, only the assignee of the underlying contract has standing to collect the debt arising from that contract. *See HFC Collection Ctr., Inc. v. Alexander*, 326 So. 3d 803, 804 (Fla. 5th DCA 2021) (“HFC originally filed suit against the Respondent, Stephanie Alexander, in the county court to collect amounts owed pursuant to a credit card agreement. A primary issue in the case was whether HFC had standing to enforce the agreement, which was originally between Alexander and American Express. Due to gaps in the chain of assignment, the county court concluded that HFC lacked standing because there was “no evidence that (HFC) is a real party-interest” to the contract”); *H & H Design Builders v. Travelers' Indem. Co.*, 639 So.2d 697, 700 (Fla. 5th DCA 1994) (“An obligee under a contract cannot avoid the requirement of pleading and proving a cause of action based on a contract by placing its demand on a “statement of account” and mailing it to the obligor.”).

63. This conclusion was true before *Ham v. Portfolio Recovery Associates, LLC*, 308 So. 3d 942 (Fla. 2020), and is beyond peradventure now based on the reasoning underlying the Court’s holding as to why 57.105(7), Florida Statutes, applies to an account stated claim:

Here, both contracts between the creditor and debtors contained provisions granting the creditor the right to recover “collection costs”—“including ... attorney's fees” if the creditor used the services of an attorney who was not the creditor's salaried employee for “collect[ing]” the debtor's account. Such a provision authorizing fees for the use of a lawyer to collect the account of a debtor is “a provision allowing attorney's fees to a party when he or she is required to take any action to enforce the contract.” § 57.105(7), Fla. Stat. ***Action to collect an account established under a contract is encompassed by the phrase “any action to enforce the contract.”*** So, the first element of section 57.105(7) is readily satisfied by the terms of the credit contract fee provisions.

Ham, 308 So. at 948 (emphasis added).

64. Here, because Credit One purposefully failed to assign the underlying Cardmember Agreements with the Putative Class members to the Alter Ego Assignees, the Alter Ego Assignees did not own (and do not own) the debts that arose from the Cardmember Agreements.

65. Thus, because the Alter Ego Assignees never received an assignment of the Cardholder Agreements, they were not permitted to engage in collection activities against Plaintiff or the Putative Class because Florida law does not allow a claim for account stated by anybody but the parties to the underlying contract or their assignees. This was the law even before *Ham* clarified it. There is no Florida case allowing a *non-assignee* of the underlying credit agreement to sue for account stated. The law is 180 degrees opposite. See *HFC Collection Ctr., Inc. v. Alexander*, 326 So. 3d 803, 804 (Fla. 5th DCA 2021), *reh'g denied* (Oct. 18, 2021 (“HFC originally filed suit against the Respondent, Stephanie Alexander, in the county court to collect amounts owed pursuant to a credit card agreement. A primary issue in the case was whether HFC had standing to enforce the agreement, which was originally between Alexander and American Express. Due to gaps in the chain of assignment, the county court concluded that HFC lacked standing because there was “no evidence that (HFC) is a real party-interest” to the contract. That determination was not appealed.”); *H & H Design Builders v. Travelers' Indem. Co.*, 639 So.2d 697, 700 (Fla. 5th DCA 1994) (“An obligation does not become an “open account” simply because the amount due under a contract requires calculation. An obligee under a contract cannot avoid the requirement of pleading and proving a cause of action based on a contract by placing its demand on a “statement of account” and mailing it to the obligor.”).

C. Collection Action Against The Named Plaintiff

66. On July 21, 2023, the Co-Conspirator Lawyers, on behalf of LVNV Funding LLC, and as agents of the Defendants, filed a Complaint against Plaintiff in Miami-Dade County, Florida styled, *LVNV Funding, LLC v. Richard Simring*, No. 2023-078389-SP-24 (County Court, 11th Judicial Circuit).

67. A copy of the Complaint is Exhibit A hereto.

68. The filing of the Complaint was preceded by various communications to Plaintiff, both in writing and by email, from Credit One and LVNV Funding, informing Plaintiff that the \$999.13 allegedly owed on his Credit One credit card ending in 7997 had been “charged off” and “sold” to LVNV Funding. These statements were false for the reasons discussed above, namely, the Credit Card Charge-Off Fraudulent Transfer Scheme and the Credit Card Debt Ownership Deception.

69. The bill of sale documents attached as Composite Exhibit A to the Complaint filed against Plaintiff demonstrate that Defendants went out of their way deliberately to avoid assigning Plaintiff’s Cardholder Agreements to the ultimate debt collector, LVNV Funding.

70. For instance, deliberately omitted from the “Bill of Sale and Assignment of Accounts from Credit One Bank, N.A. to MHC Receivables, LLC” dated July 31, 2021, the minimally necessary language to assign the Cardholder Agreement (or a chose in action arising from a breach of the Cardholder Agreement) is missing – namely, words to the effect that “Credit One hereby assigns and MHC receivables hereby assumes all rights under the Cardholder Agreement.”

71. Because this “magic language” was deliberately omitted from the bill of sale to MHC Receivables, none of the downline assignees after MHC Receivables, including LVNV Funding, which actually filed the Complaint, received a valid assignment of the debt allegedly owed by Plaintiff because MHC Receivables could not assign what it never received.

72. Also noteworthy is that the assignments attached to the county court complaint filed against Plaintiff reveals that all four of them were executed (by the Individual Co-Conspirators) on the same day – August 17, 2021. Probably at the same conference table at the same time. In short, these were not legitimate transfers or assignments but rather a fraudulent “daisy chain” of assignments created to cover the path of deception.

73. Astoundingly, while the county court action was pending against Plaintiff, the Defendants offered (and later approved) Plaintiff for **two more credit cards** with a total of \$1,300 in credit – double the amount of the first credit card. *See* Exhibit B hereto.

74. Presumably, the reason for the “new” credit was to start the process all over again: give Plaintiff more credit than he obviously could afford to set him up for more debt collection and give Navarro another \$1,300 ***double recovery***: a tax write off on the books of Credit One for the bad debt and simultaneous recovery of the bad debt by the Alter Ego Assignees.

75. All conditions precedent required to file this action have been performed, have been waived, or would be futile to perform.

CLASS ALLEGATIONS

76. Plaintiff brings this action on his own behalf and as Class Representative pursuant to Florida Rule of Civil Procedure 1.220.

77. All of the members of the Class are current Florida citizens who were also Florida citizens when Credit One Bank issued their original credit cards and Cardmember Agreements.

78. There are no members of the Class that are not Florida citizens.

79. The Class is defined and comprised of the following two subclasses:

- (i) **All Florida citizens ages 18 to 64 who were issued credit cards by Credit One Bank and whose accounts were later charged off and assigned to one of the other Predatory Lending Entities for collection activities (“Main Class”).**
- (ii) **All Florida citizens ages 65 and above who were issued credit cards by Credit One Bank and whose accounts were later charged off and assigned to one of the other Predatory Lending Entities for collection activities (“Senior Citizen Sub-Class”)**

80. Upon completion of discovery with respect to the scope of the Class, Plaintiff reserves the right to amend the class definition and to define sub-classes.

81. Excluded from the definition of the Class are persons affiliated with any Defendant; the Court; all persons within third degree of relationship to the Court; and spouses of such persons.

82. The members of the Class are so numerous that joinder is impracticable.

83. There are questions of law and fact which are common to the Class, and which predominate over questions affecting any individual Class member.

84. The common questions are, among other things, whether the systemic and deliberate failure to attach the Cardmember Agreement constituted an unfair, deceptive, or unconscionable act or practice or abuse of process or violation of the Florida RICO Act or the Florida Fair Credit Collections Practices Act.

85. Plaintiff will fairly and adequately and aggressively protect the interests of the Class.

86. The prosecution of separate actions by individual Class members could result in conflicting or incompatible standards of conduct for the Defendants, may impair or impede the interests of other Class members, and would result in undue judicial waste and inefficiency.

87. This class action is superior to other available methods for the fair and efficient adjudication of this controversy and the proposed Class is manageable.

88. This is a local Florida controversy under CAFA.

89. **Anti-CAFA Removal Damages Limitation.** Plaintiff, on behalf of the Class, refuses to accept more than \$4,999,999.00 in compensatory damages in this action and therefore, by virtue of judicial estoppel, federal courts not have CAFA jurisdiction over this action because the amount in controversy can never exceed \$5 million. *See Bernstein v. JP Morgan Chase & Co.*, 09-80533-CIV, 2009 WL 10699864, at *4 (S.D. Fla. Aug. 4, 2009) (“Furthermore, by *refusing* to accept more than \$4,999,999.00, plaintiff will be judicially estopped from collecting more than that amount. Judicial estoppel prevents a plaintiff from accepting more than the amount stated in the complaint.”).

COUNT I
VIOLATION OF THE FLORIDA DECEPTIVE AND
UNFAIR TRADE PRACTICES ACT

(Against the Alter Ego Assignees)

90. Plaintiff repeats and realleges the allegations in paragraphs 1 thru 75.

91. This is an action against the Alter Ego Assignees for violation of Chapter 501, Florida Statutes, the Florida Deceptive and Unfair Trade Practices Act (FDUTPA).

92. The Credit Card Charge-Off Fraudulent Transfer Scheme and the Credit Card Debt Ownership Deception violated section 501.204, Florida Statutes, because they constituted unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of trade or commerce.

93. The Alter Ego Assignees are not banks, credit unions, or savings and loan associations regulated by either the Florida OFR or federal agencies.

94. Plaintiff and the Putative Class have been directly and proximately damaged.

COUNT II
CONSPIRACY TO VIOLATE FDUTPA

(Against All Defendants)

95. Plaintiff repeats and realleges the allegations in paragraphs 1 thru 75.

96. The Credit Card Charge-Off Fraudulent Transfer Scheme and the Credit Card Debt Ownership Deception violated section 501.204, Florida Statutes, because they constituted unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of trade or commerce.

97. Defendants, acting in concert with each other, wrongfully and with full and actual knowledge conspired to engage in the Credit Card Charge-Off Fraudulent Transfer Scheme and the Credit Card Debt Ownership Deception.

98. Navarro's participation in the conspiracy is evidenced by the overt acts of, among other things, formulating, directing, implementing, and masterminding both predatory lending schemes, including directing the creation and participation of the Alter Ego Assignees and the participation of Credit One and the Officer Co-Conspirators.

99. Credit One's participation in the conspiracy is evidenced by the overt acts of, among other things, issuing credit cards to the Putative Class.

100. The participation of the Alter Ego Assignees in the conspiracy is evidenced by the overt acts of, among other things, receiving transfers of charged-card accounts for no consideration and re-transferring them as part of a shell game to separate the debt collection from the originating issuer and deceive consumer and the IRS as to whether the account was actually "charged off."

101. The participation of the Officer Co-Conspirators in the conspiracy is evidenced by the overt acts of, among other things, directing the activities of the Alter Ego Assignees.

102. The Officer Co-Conspirators have a personal stake in the outcome of the conspiracy because their compensation is contingent, at least in part, on achieving performance milestones, including those relating to the amount of non-performing debt collected.

103. The participation of the Lawyer Co-Conspirators in the conspiracy is evidenced by the overt acts of, among other things, engaging in debt collection activities for the Alter Ego Assignees.

104. The Lawyer Co-Conspirators also have a personal stake in the outcome of the conspiracy because their compensation is contingent, at least in part, on the amount of non-performing debt collected and the Lawyer Co-Conspirators were not providing lawful legal representation but rather had crossed the line of professional ethics and traveled outside the scope of their professional representation to agree, assist, and conspire to engage in conduct that defrauds consumers (*i.e.*, the Putative Class). *See Logan v. Morgan, Lewis & Bockius LLP*, 350 So. 3d 404 (Fla. 2d

DCA 2022) (“And contrary to Morgan Lewis's suggestion, no blanket rule insulates attorneys from liability for aiding and abetting a tort that harms a third party. Rather, courts have recognized that attorneys and law firms can be liable under Florida law for aiding and abetting when they knowingly help their clients breach a fiduciary duty to or defraud another. ... The complaint also states a cause of action against Morgan Lewis for civil conspiracy. ... Morgan Lewis contends that attorneys and law firms are merely extensions of their clients and therefore cannot conspire with their clients to tortiously harm third parties. This contention misapprehends Florida law. Although recognizing that attorneys should be given wide berth to lawfully serve the interests of their clients, Florida law provides no per se bar to civil conspiracy claims against attorneys who help their clients breach a fiduciary duty to or defraud another.... Logan alleges that Morgan Lewis agreed to assist BDO in committing criminal tax fraud and defrauding others— conduct that plainly falls outside the scope of legitimate legal representation. Providing advice for the purposes of aiding a client's criminal or fraudulent scheme is by definition ‘not ...a professional service but participation in a conspiracy.’”).

105. The foregoing conspiracy was unlawful and was carried about by unlawful means.

106. Plaintiff and the Putative Class have been directly and proximately damaged.

COUNT III

AIDING AND ABETTING VIOLATION OF FDUTPA

(Against Navarro, the Officer Co-Conspirators, and the Lawyer Co-Conspirators)

107. Plaintiff repeats and realleges the allegations in paragraphs 1 thru 75.

108. Credit One and the Alter Ego Assignees engaged in the Credit Card Charge-Off Fraudulent Transfer Scheme and the Credit Card Debt Ownership Deception in violation of section 501.204, Florida Statutes, because they constituted unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of trade or commerce.

109. Navarro, the Officer Co-Conspirators, and the Lawyer Co-Conspirators aided and

abetted Credit One and the Alter Ego Assignees' violations because they not only had knowledge of the Credit Card Charge-Off Fraudulent Transfer Scheme and the Credit Card Debt Ownership Deception but also because they provided substantial assistance by, among other things,

- A. Designing the predatory lending schemes;
- B. Implementing the predatory lending schemes;
- C. Engaging in collection activities in support of the predatory lending schemes; and
- D. Concealing the predatory lending schemes from consumers and regulators by using the Alter Ego Assignees as part of a shell game to hide the connection between the issuer of the credit cards, Credit One, and the collection activities by the Assignee Alter Egos.

110. Plaintiff and the Putative Class have been directly and proximately damaged.

COUNT IV
VIOLATION OF THE FLORIDA
COMMUNICATIONS FRAUD ACT
(Against Credit One and the Alter Ego Assignees)

111. Plaintiff repeats and realleges the allegations in paragraphs 1 thru 75.

112. This is an action for violation of the Florida Communications Fraud Act (FCFA), which provides for both civil and criminal remedies. *See* § 817.034(4)(d), Fla. Stat. (“Notwithstanding any other provision of law, a criminal action or civil action or proceeding under this section may be commenced at any time within 5 years after the cause of action accrues[.]”).

113. Each letter, email, and text message sent by Credit One and the Alter Ego Assignees to the Plaintiff and the Putative Class was a “communication” as defined in the FCFA.

114. The contractual rights of Plaintiff and the Putative Class contained in the original Cardmember Agreements with Credit One were intangible “property” as defined in the FCFA.

115. The value of the property taken by Credit One and the Alter Ego Assignees was, at a

minimum, \$300 per Putative Class member under the valuation formula set forth in section 817.034(1)(e)(2), Florida Statutes (“If the value of property cannot be ascertained, the trier of fact may find the value to be not less than a certain amount; if no such minimum value can be ascertained, the value is an amount less than \$300.”).

116. Moreover, the Credit Card Charge-Off Fraudulent Transfer Scheme and the Credit Card Debt Ownership Deception constituted “schemes to defraud” in violation of section 817.03(4) of the FCFA because they were a systematic, ongoing course of conduct by Defendants with intent to defraud the Putative Class members and to obtain their property by false or fraudulent pretenses and deceptive communications.

117. Plaintiff and the Putative Class have been directly and proximately damaged.

COUNT V
CONSPIRACY TO VIOLATE THE FCFA
(Against All Defendants)

118. Plaintiff repeats and realleges the allegations in paragraphs 1 thru 75.

119. The Credit Card Charge-Off Fraudulent Transfer Scheme and the Credit Card Debt Ownership Deception constituted “schemes to defraud” in violation of section 817.03(4) because they were a systematic, ongoing course of conduct by Defendants with intent to defraud the Putative Class members and to obtain their property by false or fraudulent pretenses and deceptive communications.

120. Defendants, acting in concert with each other, wrongfully and with full and actual knowledge conspired to engage in the Credit Card Charge-Off Fraudulent Transfer Scheme and the Credit Card Debt Ownership Deception.

121. Navarro’s participation in the conspiracy is evidenced by the overt acts of, among other things, formulating, directing, implementing, and masterminding both predatory lending

schemes, including directing the creation and participation of the Alter Ego Assignees and the participation of Credit One and the Officer Co-Conspirators.

122. Credit One's participation in the conspiracy is evidenced by the overt acts of, among other things, issuing credit cards to the Putative Class.

123. The participation of the Alter Ego Assignees in the conspiracy is evidenced by the overt acts of, among other things, receiving transfers of charged-card accounts for no consideration and re-transferring them as part of a shell game to separate the debt collection from the originating issuer and deceive consumer and the IRS as to whether the account was actually "charged off."

124. The participation of the Officer Co-Conspirators in the conspiracy is evidenced by the overt acts of, among other things, directing the activities of the Alter Ego Assignees.

125. The Officer Co-Conspirators have a personal stake in the outcome of the conspiracy because their compensation is contingent, at least in part, on achieving performance milestones, including those relating to the amount of non-performing debt collected.

126. The participation of the Lawyer Co-Conspirators in the conspiracy is evidenced by the overt acts of, among other things, engaging in debt collection activities for the Alter Ego Assignees.

127. The Lawyer Co-Conspirators also have a personal stake in the outcome of the conspiracy because their fee is contingent, in part, on the amount of non-performing debt collected.

128. The foregoing conspiracy was unlawful and was carried about by unlawful means.

129. Plaintiff and the Putative Class have been directly and proximately damaged.

COUNT VI

AIDING AND ABETTING VIOLATION OF THE FCFA

(Against Navarro, the Officer Co-Conspirators, and the Lawyer Co-Conspirators)

130. Plaintiff repeats and realleges the allegations in paragraphs 1 thru 75.

131. Credit One and the Alter Ego Assignees engaged in the Credit Card Charge-Off

Fraudulent Transfer Scheme and the Credit Card Debt Ownership Deception in violation of section 817.03(4) because they were a systematic, ongoing course of conduct by Defendants with intent to defraud the Putative Class members and to obtain their property by false or fraudulent pretenses and deceptive communications.

132. Navarro, the Officer Co-Conspirators, and the Lawyer Co-Conspirators aided and abetted Credit One and the Alter Ego Assignees' violations because they not only had knowledge of the Credit Card Charge-Off Fraudulent Transfer Scheme and the Credit Card Debt Ownership Deception but also because they provided substantial assistance by, among other things,

- A. Designing the predatory lending schemes;
- B. Implementing the predatory lending schemes;
- C. Engaging in collection activities in support of the predatory lending schemes; and
- D. Concealing the predatory lending schemes from consumers and regulators by using the Alter Ego Assignees as part of a shell game to conceal the connection between the issuer of the credit cards and the related collection activities.

133. Plaintiff and the Putative Class have been directly and proximately damaged.

COUNT VII
VIOLATION OF THE FLORIDA CIVIL RICO ACT
(Against All Defendants)

134. Plaintiff repeats and realleges the allegations in paragraphs 1 thru 75.

135. This is an action for violation of Chapter 772, Florida Statutes, known as the "Civil Remedies for Criminal Practices Act." In particular, this is an action for violation of section 772.104, Florida Statutes (the "Florida Civil RICO Act").

136. The Defendants violated subsections (3) and (4) of section 772.103, Florida Statutes, because they were associated with and participated directly or indirectly (and agreed, conspired and

endeavored to associate with and participate directly or indirectly) in an **Enterprise** (defined below) that engaged in a **Pattern of Criminal Activity** (defined below).

137. The Defendants engaged in the following the “Criminal Activity” as defined in section 771.102(1)(a) & (b):

- A. Violating the FCFA, section 817.034(4), Fla. Stat., as alleged in Count IV above, because the Credit Card Charge-Off Fraudulent Transfer Scheme and the Credit Card Debt Ownership Deception, constituted “schemes to defraud” in violation of section 817.03(4) of the FCFA because they were a systematic, ongoing course of conduct by Defendants with intent to defraud the Putative Class members and to obtain their property by false or fraudulent pretenses and deceptive communications;
- B. Violating section 817.29, Fla. Stat., because the Credit Card Charge-Off Fraudulent Transfer Scheme and the Credit Card Debt Ownership Deception constituted “cheating”;
- C. Committing mail fraud in violation of 18 U.S.C. § 1341 (which is included in the definition of “racketeering activity” in 18 U.S.C. § 1961(1)) because the Credit Card Charge-Off Fraudulent Transfer Scheme and the Credit Card Debt Ownership Deception depended on the use of the mail system in that the Defendants, among other things, knowingly and willfully caused to be delivered documents by mail, FedEx, and UPS, the delivery of each constituting a separate act of racketeering, (i) falsely stating that the Alter Ego Assignees owned the debt owed by the Putative Class members to Credit One even though the assignments were illusory and (ii) falsely failing to advise that the Alter Ego Assignees were related to Credit One and that all were beneficially owned by the same person, namely, Navarro; and
- D. Committing wire fraud in violation of 18 U.S.C. § 1343 (which is included in the definition of “racketeering activity” in 18 U.S.C. § 1961(1)) because the Credit Card Charge-Off Fraudulent Transfer Scheme and the Credit Card Debt Ownership Deception relied on wire communications in interstate commerce and the defendants knowingly and willfully caused to be delivered documents by electronic mail. the delivery of each constituting a separate act of racketeering, (i) falsely stating that the Alter Ego Assignees owned the debt owed by the Putative Class members to Credit One even though the assignments were illusory and (ii) falsely failing to advise that the Alter Ego Assignees were related to Credit One and that all were beneficially owned by the same person, namely, Navarro.

138. Defendants were engaged in, associated in fact with, and participated directly or indirectly (and agreed, conspired and endeavored to engage in, associate in fact with, and participate directly or indirectly) with an Enterprise, as that term is defined in section engaged in section 772.103(3), Florida Statute, the purpose of which was to engage in racketeering activity within Florida, namely, the systematic filing of thousands of lawsuits against credit card customers without attached copies of the Cardmember Agreements.

139. The Enterprise constituted an association-in-fact formed for the common purpose of deceiving Synchrony 's credit card customers. The Enterprise was separate and distinct from the pattern of racketeering activity because it had goals other than racketeering, such as representing legitimate paying clients without abusing the court process.

140. Each Defendant's liability is based on its active participation in a continuing scheme (with both open-ended and close-ended continuity) to defraud the Class of their right to legal representation in Court and to the benefit of the bargain of the terms of the Cardmember Agreement.

141. The Defendants were engaged in a Pattern of Criminal Activity because they each engaged in at least two acts of Criminal Activity described above and that had the same or similar intent (namely, the Predatory Lending Scheme) and the same or similar methods of commission and that were based on numerous transactions against multiple victims.

142. Plaintiff and the Putative Class have been directly and proximately damaged.

COUNT VIII
VIOLATION OF THE FLORIDA CONSUMER
COLLECTION PRACTICES ACT
(Against the Alter Ego Assignees & Lawyer Co-Conspirators)

143. Plaintiff repeats and realleges the allegations in paragraphs 1 thru 75.

144. This is an action for violation of the Florida Consumer Collection Practices Act (FCCPA), sections 559.55 to 559.785, Florida Statutes

145. The Alter Ego Assignees and the Lawyer Co-Conspirators violated section 559.72(9), Florida Statutes, by virtue of The Credit Card Charge-Off Fraudulent Transfer Scheme and the Credit Card Debt Ownership Deception because they knew that the debt they were attempting to collect from the Putative Class was not owned by the Alter Ego Assignees because the Illusory Assignments were unenforceable not only because they were unsupported by consideration but also because the underlying Cardmember Agreements were not transferred to the ultimate debt collector.

146. Plaintiff and the Putative Class have been directly and proximately damaged.

COUNT IX
CONSPIRACY TO VIOLATE THE FCCPA
(Against All Defendants)

147. Plaintiff repeats and realleges the allegations in paragraphs 1 thru 75.

148. The Credit Card Charge-Off Fraudulent Transfer Scheme and the Credit Card Debt Ownership Deception violated section 559.72(9), Fla. Stat., because Defendants were attempting to collect debts from the Putative Class that were not owned by the Alter Ego Assignees because the Illusory Assignments were unenforceable not only because they were unsupported by consideration but also because the underlying Cardmember Agreements were not assigned.

149. Defendants, acting in concert with each other, wrongfully and with full and actual knowledge conspired to engage in the Credit Card Charge-Off Fraudulent Transfer Scheme and the Credit Card Debt Ownership Deception.

150. Navarro's participation in the conspiracy is evidenced by the overt acts of, among other things, formulating, directing, implementing, and masterminding both predatory lending schemes, including directing the creation and participation of the Alter Ego Assignees and the participation of Credit One and the Officer Co-Conspirators.

151. Credit One's participation in the conspiracy is evidenced by the overt acts of, among other things, issuing credit cards to the Putative Class.

152. The participation of the Alter Ego Assignees in the conspiracy is evidenced by the overt acts of, among other things, receiving transfers of charged-card accounts for no consideration and re-transferring them as part of a shell game to separate the debt collection from the originating issuer and deceive consumer and the IRS as to whether the account was actually "charged off."

153. The participation of the Officer Co-Conspirators in the conspiracy is evidenced by the overt acts of, among other things, directing the activities of the Alter Ego Assignees.

154. The Officer Co-Conspirators have a personal stake in the outcome of the conspiracy because their compensation is contingent, at least in part, on achieving performance milestones, including those relating to the amount of non-performing debt collected.

155. The participation of the Lawyer Co-Conspirators in the conspiracy is evidenced by the overt acts of, among other things, engaging in debt collection activities for the Alter Ego Assignees.

156. The Lawyer Co-Conspirators also have a personal stake in the outcome of the conspiracy because their fee is contingent, in part, on the amount of non-performing debt collected.

157. The foregoing conspiracy was unlawful and was carried about by unlawful means.

158. Plaintiff and the Putative Class have been directly and proximately damaged.

COUNT X
AIDING AND ABETTING VIOLATION OF THE FCCPA
(Against Navarro, Credit One, and the Officer Co-Conspirators)

159. Plaintiff repeats and realleges the allegations in paragraphs 1 thru 75.

160. The Alter Ego Assignees and Lawyer Co-Conspirators engaged in the Credit Card Charge-Off Fraudulent Transfer Scheme and the Credit Card Debt Ownership Deception in violation of section 559.72(9), Florida Statutes, because they knew that the debt they were attempting to collect

from the Putative Class was not owned by the Alter Ego Assignees because the Illusory Assignments were unenforceable not only because they were unsupported by consideration but also because the underlying Cardmember Agreements were not transferred to the ultimate debt collector.

161. Navarro, Credit One, and the Officer Co-Conspirators aided and abetted Credit One and the Alter Ego Assignees' violations because they not only had knowledge of the Credit Card Charge-Off Fraudulent Transfer Scheme and the Credit Card Debt Ownership Deception but also because they provided substantial assistance by, among other things,

- A. Designing the predatory lending schemes;
- B. Implementing the predatory lending schemes;
- C. Engaging in collection activities in support of the predatory lending schemes; and
- D. Concealing the predatory lending schemes from consumers and regulators by using the Alter Ego Assignees as part of a shell game to conceal the connection between the issuer of the credit cards and the related collection activities.

162. Plaintiff and the Putative Class have been directly and proximately damaged.

COUNT XI
EXPLOITATION OF ELDERLY ADULTS
(Against Credit One and the Alter Ego Assignees)

163. Plaintiff repeats and realleges the allegations in paragraphs 1 thru 75.

164. This action is brought by the Senior Citizen Subclass.

165. This is an action for exploitation of an elderly adult as defined in Chapter 825, Florida Statutes, for which section 772.11, Florida Statutes, provides a civil remedy. *See* § 772.11(1), Fla. Stat. ("Any person who proves by clear and convincing evidence that he or she has been injured in any fashion by reason of any violation of ss. 812.012-812.037 or s. 825.103(1) has a cause of action for threefold the actual damages sustained and, in any such action, is entitled to minimum damages in the

amount of \$200, and reasonable attorney's fees and court costs in the trial and appellate courts.").

166. The Credit Card Charge-Off Fraudulent Transfer Scheme and the Credit Card Debt Ownership Deception constituted "exploitation of an elderly adult" in violation of section 825.103(1), Florida Statutes, because Credit One and the Alter Ego Assignees had a legal relationship with the Plaintiff subclass and knowingly obtained or used the funds of the subclass with the intent to permanently deprive the subclass of their use and benefit.

167. Plaintiff and the Senior Citizen Subclass Members have been damaged as a direct and proximate result of the foregoing violations of the elder exploitation statute.

COUNT XII
CONSPIRACY TO EXPLOIT ELDER ADULTS
(Against All Defendants)

168. Plaintiff repeats and realleges the allegations in paragraphs 1 thru 75.

169. The Credit Card Charge-Off Fraudulent Transfer Scheme and the Credit Card Debt Ownership Deception constituted "exploitation of an elderly adult" in violation of section 825.103(1), Florida Statutes, because Credit One and the Alter Ego Assignees had a legal relationship with the Plaintiff subclass and knowingly obtained or used the funds of the subclass with the intent to permanently deprive the subclass of their use and benefit.

170. Defendants, acting in concert with each other, wrongfully and with full and actual knowledge conspired to engage in the Credit Card Charge-Off Fraudulent Transfer Scheme and the Credit Card Debt Ownership Deception.

171. Navarro's participation in the conspiracy is evidenced by the overt acts of, among other things, formulating, directing, implementing, and masterminding both predatory lending schemes, including directing the creation and participation of the Alter Ego Assignees and the participation of Credit One and the Officer Co-Conspirators.

172. Credit One's participation in the conspiracy is evidenced by the overt acts of, among other things, issuing credit cards to the Putative Class.

173. The participation of the Alter Ego Assignees in the conspiracy is evidenced by the overt acts of, among other things, receiving transfers of charged-card accounts for no consideration and re-transferring them as part of a shell game to separate the debt collection from the originating issuer and deceive consumer and the IRS as to whether the account was actually "charged off."

174. The participation of the Officer Co-Conspirators in the conspiracy is evidenced by the overt acts of, among other things, directing the activities of the Alter Ego Assignees.

175. The Officer Co-Conspirators have a personal stake in the outcome of the conspiracy because their compensation is contingent, at least in part, on achieving performance milestones, including those relating to the amount of non-performing debt collected.

176. The participation of the Lawyer Co-Conspirators in the conspiracy is evidenced by the overt acts of, among other things, engaging in debt collection activities for the Alter Ego Assignees.

177. The Lawyer Co-Conspirators also have a personal stake in the outcome of the conspiracy because their fee is contingent, in part, on the amount of non-performing debt collected.

178. The foregoing conspiracy was unlawful and was carried about by unlawful means.

179. Plaintiff and the Putative Class have been directly and proximately damaged.

COUNT XIII

AIDING AND ABETTING EXPLOITATION OF ELDER ADULTS

(Against Navarro, the Officer Co-Conspirators, and the Lawyer Co-Conspirators)

180. Plaintiff repeats and realleges the allegations in paragraphs 1 thru 75.

181. Credit One and the Alter Ego Assignees engaged in the Credit Card Charge-Off Fraudulent Transfer Scheme and the Credit Card Debt Ownership Deception in violation of section 825.103(1), Florida Statutes, because Credit One and the Alter Ego Assignees had a legal relationship

with the Plaintiff subclass and knowingly obtained or used the funds of the subclass with the intent to permanently deprive the subclass of their use and benefit.

182. Navarro, the Officer Co-Conspirators, and the Lawyer Co-Conspirators aided and abetted Credit One and the Alter Ego Assignees' violations because they not only had knowledge of the Credit Card Charge-Off Fraudulent Transfer Scheme and the Credit Card Debt Ownership Deception but also because they provided substantial assistance by, among other things,

- A. Designing the predatory lending schemes;
- B. Implementing the predatory lending schemes;
- C. Engaging in collection activities in support of the predatory lending schemes; and
- D. Concealing the predatory lending schemes from consumers and regulators by using the Alter Ego Assignees as part of a shell game to hide the connection between the issuer of the credit cards, Credit One, and the collection activities by the Assignee Alter Egos.

183. Plaintiff and the Putative Class have been directly and proximately damaged.

COUNT XIV
TORTIOUS INTERFERENCE WITH CONTRACT
(Against Navarro)

184. Plaintiff repeats and realleges the allegations in paragraphs 1 thru 75.

185. The Cardmember Agreements between Credit One and the Putative Class members are enforceable contracts under Florida law.

186. Navarro intentionally interfered with the Cardmember Agreements by the Credit Card Charge-Off Fraudulent Transfer Scheme and the Credit Card Debt Ownership Deception.

187. Navarro had actual knowledge of the wrongfulness of his conduct and that injury or damage would probably result and nevertheless interfered with the Cardmember Agreements.

188. Navarro's interference was intentional, unjustified, unlawful, and unprivileged and

they acted willfully, wantonly, recklessly, and maliciously.

189. Navarro's actions were not sanctioned by the rules of fair commerce.

190. Plaintiff and the Putative Class have been directly and proximately damaged.

COUNT XV
CONSPIRACY TO COMMIT TORTIOUS INTERFERENCE
(Against All Defendants)

191. Plaintiff repeats and realleges the allegations in paragraphs 1 thru 75.

192. The Cardmember Agreements between Credit One and the Putative Class members are enforceable contracts under Florida law.

193. Navarro intentionally interfered with the Cardmember Agreements by the Credit Card Charge-Off Fraudulent Transfer Scheme and the Credit Card Debt Ownership Deception.

194. Navarro had actual knowledge of the wrongfulness of his conduct and that injury or damage would probably result and nevertheless interfered with the Cardmember Agreements.

195. Navarro's interference was intentional, unjustified, unlawful, and unprivileged and they acted willfully, wantonly, recklessly, and maliciously.

196. Navarro's actions were not sanctioned by the rules of fair commerce.

197. Defendants, acting in concert with each other, wrongfully and with full and actual knowledge conspired to engage in the Credit Card Charge-Off Fraudulent Transfer Scheme and the Credit Card Debt Ownership Deception.

198. Navarro's participation in the conspiracy is evidenced by the overt acts of, among other things, formulating, directing, implementing, and masterminding both predatory lending schemes, including directing the creation and participation of the Alter Ego Assignees and the participation of Credit One and the Officer Co-Conspirators.

199. Credit One's participation in the conspiracy is evidenced by the overt acts of, among other things, issuing credit cards to the Putative Class.

200. The participation of the Alter Ego Assignees in the conspiracy is evidenced by the overt acts of, among other things, receiving transfers of charged-card accounts for no consideration and re-transferring them as part of a shell game to separate the debt collection from the originating issuer and deceive consumer and the IRS as to whether the account was actually "charged off."

201. The participation of the Officer Co-Conspirators in the conspiracy is evidenced by the overt acts of, among other things, directing the activities of the Alter Ego Assignees.

202. The Officer Co-Conspirators have a personal stake in the outcome of the conspiracy because their compensation is contingent, at least in part, on achieving performance milestones, including those relating to the amount of non-performing debt collected.

203. The participation of the Lawyer Co-Conspirators in the conspiracy is evidenced by the overt acts of, among other things, engaging in debt collection activities for the Alter Ego Assignees.

204. The Lawyer Co-Conspirators also have a personal stake in the outcome of the conspiracy because their fee is contingent, in part, on the amount of non-performing debt collected.

205. The foregoing conspiracy was unlawful and was carried about by unlawful means.

206. Plaintiff and the Putative Class have been directly and proximately damaged.

COUNT XVI

AIDING AND ABETTING TORTIOUS INTERFERENCE

(Against the Alter Ego Assignees, the Officer Co-Conspirators, and the Lawyer Co-Conspirators)

207. Plaintiff repeats and realleges the allegations in paragraphs 1 thru 75.

208. The Cardmember Agreements between Credit One and the Putative Class members are enforceable contracts under Florida law.

209. Novarro intentionally interfered with the Cardmember Agreements by the Credit Card

Charge-Off Fraudulent Transfer Scheme and the Credit Card Debt Ownership Deception.

210. Navarro had actual knowledge of the wrongfulness of his conduct and that injury or damage would probably result and nevertheless interfered with the Cardmember Agreements.

211. Navarro's interference was intentional, unjustified, unlawful, and unprivileged and they acted willfully, wantonly, recklessly, and maliciously.

212. Navarro's actions were not sanctioned by the rules of fair commerce.

213. Navarro, the Officer Co-Conspirators, and the Lawyer Co-Conspirators aided and abetted Credit One and the Alter Ego Assignees' violations because they not only had knowledge of the Credit Card Charge-Off Fraudulent Transfer Scheme and the Credit Card Debt Ownership Deception but also because they provided substantial assistance by, among other things,

- A. Designing the predatory lending schemes;
- B. Implementing the predatory lending schemes;
- C. Engaging in collection activities in support of the predatory lending schemes; and
- D. Concealing the predatory lending schemes from consumers and regulators by using the Alter Ego Assignees as part of a shell game to conceal the connection between the issuer of the credit cards and the related collection activities.

214. Plaintiff and the Putative Class have been directly and proximately damaged.

COUNT XVII
FRAUDULENT TRANSFERS
Under §§ 726.105, 726.108, and 726.109(2), Fla. Stat.
(Against Credit One and MHC Receivables)

215. Plaintiff repeats and realleges the allegations in paragraphs 1 thru 75.

216. Under the Florida Uniform Fraudulent Transfer Act (FUFTA), the claim of each putative class member arose after Credit One "charge off" the accounts of the Putative Class Members

and assigned the “debts” to MHC Receivables without the Cardmember Agreements.¹

217. The following “badges” of actual fraud are present in connection with the Illusory Assignments pursuant to which Credit One purported to transfer the debts owned by the Putative Class Members without the corresponding Cardmember Agreements and the MHC Receivables purported to accept:

- (a) The transfers were to an insider;
- (b) The debtor retained control of the debts after the transfer;
- (c) The transfers were concealed;
- ...
- (h) The value of the consideration received by the judgment debtor was not reasonably equivalent to the value of the asset transferred or the amount of the obligation incurred; and
- (j) The transfer occurred shortly before or shortly after a substantial debt was incurred.

See § 726.105(2), Fla. Stat.

218. The Alter Ego entities are “insiders” because they are affiliates.

219. The Putative Class Members are “creditors” as defined in section 726.102(5), Fla. Stat., because they hold a “claim” as defined in section 726.102(4).

220. Credit One transferred the debt of the Putative Class members to the Alter Ego Assignees with the actual intent to hinder, delay, or defraud Plaintiff and the Putative Class, as evidenced by, among other things, that the transfers were made to an insider; Navarro and Credit one

¹ A “claim” is “a right to payment, whether or not the right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured.” *See* § 726.102(4), Fla. Stat.; *Freeman v. First Union Nat. Bank*, 865 So. 2d 1272, 1277 (Fla. 2004) (“Thus, it is universally accepted that a claim under [FUFTA] exists even though it is ‘contingent’ not yet ‘reduced to judgment.’”); *Friedman v. Heart Inst. of Port St. Lucie, Inc.*, 863 So. 2d 189, 192 (Fla.2003) (“[It] is universally accepted, as well as settled in Florida, that a ‘claim’ under [FUFTA] may be maintained even though ‘contingent’ and not yet reduced to judgment.”); *see S. Miami Holdings, LLC v. F.D.I.C.*, 533 F. App’x 898, 904 (11th Cir. 2013) (“Florida’s fraudulent transfer statute ... does not distinguish between creditors who hold judgments and those who do not.”) (citing *Mied, Inc. v. Summit Healthcare Inc.*, 849 So. 2d 397, 398 (Fla. 4th DCA 2003)); *Cook v. Pompano Shopper, Inc.*, 582 So.2d 37 (Fla. 4th DCA 1991) (“A ‘creditor’ under the Act is a ‘person who has a claim.’ § 726.102(4), Fla. Stat. A “claim” on which a creditor can proceed can be “unliquidated, ... contingent, ... unmatured.” § 726.102(3), Fla. Stat. The physician recognizes that it is unnecessary for the hospital to have a judgment in order to seek relief against the transferee[.]”).

remained in control of the debt after the transfers; the transfers were concealed; and Credit One did not receive consideration that was reasonably equivalent to the value of the transfers.

221. Plaintiff and the Putative Class have no adequate remedy at law other than avoidance of the transfers contemplated under the Illusory Assignments.

222. Alternatively, and with respect to MHC Receivables Plaintiff and the Putative Class have been directly and proximately damaged and are authorized under sections 726.108(1) and 726.109(2) to recover monetary damages against MHC Receivables as the initial transferee.

COUNT XVIII

AIDING AND ABETTING FRAUDULENT TRANSFER

(Against Navarro, the Officer Co-Conspirators, and the Lawyer Co-Conspirators)

223. Plaintiff repeats and realleges the allegations in paragraphs 1 thru 75.

224. Under FUFTA, the claim of each putative class member arose after Credit One “charged off” the accounts of the Putative Class Members and assigned the “debts” to MHC Receivables without the Cardmember Agreements.

225. The following “badges” of actual fraud are present in connection with the Illusory Assignments pursuant to which Credit One purported to transfer the debts owned by the Putative Class Members without the corresponding Cardmember Agreements:

- (a) The transfers were to an insider;
- (b) The debtor retained control of the debts after the transfer;
- (c) The transfers were concealed;
- ...
- (h) The value of the consideration received by the judgment debtor was not reasonably equivalent to the value of the asset transferred or the amount of the obligation incurred; and
- (j) The transfer occurred before a substantial debt was incurred.

See § 726.105(2), Fla. Stat.

226. The Alter Ego entities are “insiders” because they are affiliates.

227. The Putative Class Members are “creditors” as defined in section 726.102(5), Fla. Stat., because they hold a “claim” as defined in section 726.102(4).

228. Credit One transferred the debt of the Putative Class members to the Alter Ego Assignees with the actual intent to hinder, delay, or defraud Plaintiff and the Putative Class, as evidenced by, among other things, that the transfers were made to an insider; Navarro and Credit one remained in control of the debt after the transfers; the transfers were concealed; and Credit One did not receive consideration that was reasonably equivalent to the value of the transfers.

229. Navarro, the Officer Co-Conspirators, and the Lawyer Co-Conspirators aided and abetted Credit One and MHC Receivables because they not only had knowledge of the Credit Card Charge-Off Fraudulent Transfer Scheme and the Credit Card Debt Ownership Deception but also because they provided substantial assistance by, among other things,

- A. Designing the predatory lending schemes;
- B. Implementing the predatory lending schemes;
- C. Engaging in collection activities in support of the predatory lending schemes; and
- D. Concealing the predatory lending schemes from consumers and regulators by using the Alter Ego Assignees as part of a shell game to conceal the connection between the issuer of the credit cards and the related collection activities.

230. Plaintiff and the Putative Class have been directly and proximately damaged.

COUNT XIX
THIRD-PARTY BENEFICIARY LEGAL MALPRACTICE

(Against the Lawyer Co-Conspirators)

231. Plaintiff repeats and realleges the allegations in paragraphs 1 thru 75.

232. This is an action for third party beneficiary legal malpractice.²

233. Plaintiff and the Putative Class are third-party beneficiaries of the engagement agreement pursuant to which the Lawyer Co-Conspirators were retained to collect the debts allegedly owned by LVNV Funding (the “Retainer Agreement”).

234. Plaintiff is not in possession of the Retainer Agreement, and does not even know whether LVNV Funding (as opposed to some other entity) retained the Lawyer Co-Conspirators, and cannot attach the Retainer Agreement to this Complaint; Plaintiff will supplement the record with a Notice of Filing once the Retainer Agreement is obtained in discovery.

235. On information and belief, the intent of the Retainer agreement was to primarily and directly benefit Plaintiff and the Putative Class members. This is because, as affirmatively advertised and promoted by the Lawyer Co-Conspirators on their website:

- a) “Need Assistance Resolving a Debt that our law firm is handling? We can help!
- b) “We know that debt can be extremely stressful to deal with, but at Andreu & Palma, our mission is to come up with the best resolution possible.”
- c) “We have options for you.”
- d) “The Benefits of Working with Us
 - ✓ We understand the tough economic times we have ALL been through
 - ✓ We help you find the best resolution possible

² *Dingle v. Dellinger*, 134 So. 3d 487, 490 (Fla. 5th DCA 2014) (“If the parties are not in privity, to bring a legal malpractice action, plaintiff must be an intended third-party beneficiary of the lawyer's services. To assert a third-party beneficiary claim, the complaint must allege: (1) a contract; (2) an intent that the contract primarily and directly benefit the third party; (3) breach of the contract; and (4) resulting damages to the third party.”).

- ✓ We get paid by the creditor
- ✓ We have been helping people obtain resolution for over 15 years
- ✓ We treat people with dignity and respect.”

e) Amazing customer service and very responsive to questions and concerns

f) “I finally decided to deal with the situation and reached out to Andreu & Palma to see the best way to resolve the matter. They immediately looked into my case to see how they could help. They walked me through the process and made me feel calm.”

https://andreupalma.com/google-lp?gclid=CjwKCAiAvJarBhA1EiwAGgZl0ADW6RBNfQd-goRqpk5F9-VVW1yQfrGh320C2-zDrI03viQMT01xfBoCEvUQAyD_BwE (the “**Helpful Options Misrepresentations**”).

236. The Lawyer Co-Conspirators breached the Retainer Agreements by, among other things, (i) the Helpful Options Misrepresentations, which were flat out lies; (ii) failing to advise Plaintiff and the Putative Class that LVNV Funding did not own the subject debts; (iii) failing to send Plaintiff and the Putative Class copies of their respective Cardmember Agreements with Credit One so that they could be apprised of their contractual rights; and (iv) failing to make any legitimate attempts to actually help Plaintiff or the Putative Class resolve the debt other than by paying either the full amount or by paying even more than originally owed due to installments and interest.

237. Plaintiff and the Putative Class have been directly and proximately damaged.

COUNT XX
NEGLIGENCE

(Against All Defendants Except the Lawyer Co-Conspirators)

238. Plaintiff repeats and realleges the allegations in paragraphs 1 thru 75.

239. Defendants owed a duty of care to Plaintiff and the Putative Class to act as reasonably prudent lenders and debt collectors of subprime loans in the State of Florida.

240. Defendants breached their duty of care by virtue of, among other things, the Credit

Card Charge-Off Fraudulent Transfer Scheme and the Credit Card Debt Ownership Deception

241. The foregoing misconduct of was reckless, wanton, and malicious.

242. Plaintiff and the Putative Class have been directly and proximately damaged.

COUNT XXI
INDEPENDENT TORT OF CIVIL CONSPIRACY
(Against All Defendants)

243. Plaintiff repeats and realleges the allegations in paragraphs 1 thru 75.

244. This is an action for the independent tort of conspiracy.

245. The Defendants wrongfully and with full and actual knowledge, conspired, using a peculiar power of coercion created by virtue of their combined and cohesive action as a group, especially the licensed professionals, to commit the Credit Card Charge-Off Fraudulent Transfer Scheme and the Credit Card Debt Ownership Deception.

246. Plaintiff and the other Class members have been directly and proximately damaged by the foregoing conspiracy, which could only have been accomplished with the full an active concert of all the Defendants.

COUNT XXII
VIOLATION OF THE FLORIDA CIVIL RIGHT ACT
(Against Credit One and the Alter Ego Assignees)

247. Plaintiff repeats and realleges the allegations in paragraphs 1 thru 75.

248. This is an action for violation of the Florida Civil Rights Act of 1992, sections 760.01 thru 7600.11, Florida Statutes (FCRA).

249. The purpose of the FCRA is “to secure for all individuals within the state freedom from discrimination ...to preserve the public safety, health, and general welfare, and to promote the interests, rights, and privileges of individuals within the state.” § 760.01(2), Fla. Stat.

250. Plaintiff and the Putative Class are members of a protected class under the FCRA

because they are entitled to exercise their fundamental rights to freedom of contract and access to the courts under the Declaration of Rights in the Florida Constitution.

251. The Credit Card Charge-Off Fraudulent Transfer Scheme and the Credit Card Debt Ownership Deception were discriminatory practices as defined in section 760.02(4), Florida Statutes.

252. The effect of the Illusory Assignments by Credit One was to deprive Plaintiff and the Putative Class Members of their right to raise contract defenses in claims brought by the Alter Ego Assignees to collect the debts arising from the Cardmember Agreements.

253. Because the Alter Ego Assignees used the Court system to try to enforce the Illusory Assignments, and thereby deprive the Plaintiff and Putative Class members of their contractual rights ability to assert defense in court, the violations constitute state action. *See Shelley v. Kraemer*, 334 U.S. 1 (1948) (holding that court cannot enforce racially restrictive real estate covenants because this would constitute state action under the Fourteenth Amendment).

254. Plaintiff and the Putative Class have been directly and proximately damaged.

COUNT XXIII
CONSPIRACY TO VIOLATE THE FCRA
(Against All Defendants)

255. Plaintiff repeats and realleges the allegations in paragraphs 1 thru 75.

256. Plaintiff and the Putative Class are members of a protected class under the FCRA because they are entitled to exercise their fundamental rights to freedom of contract and access to the courts under the Declaration of Rights in the Florida Constitution.

257. The Credit Card Charge-Off Fraudulent Transfer Scheme and the Credit Card Debt Ownership Deception were discriminatory practices as defined in section 760.02(4), Florida Statutes.

258. The effect of the Illusory Assignments by Credit One was to deprive Plaintiff and the Putative Class Members of their right to raise contract defenses in claims brought by the Alter Ego

Assignees to collect the debts arising from the Cardmember Agreements.

259. Because the Alter Ego Assignees used the Court system to try to enforce the Illusory Assignments, and thereby deprive the Plaintiff and Putative Class members of their contractual rights ability to assert defense in court, the violations constitute state action. *See Shelley v. Kraemer*, 334 U.S. 1 (1948) (holding that court cannot enforce racially restrictive real estate covenants because this would constitute state action under the Fourteenth Amendment).

260. Defendants, acting in concert with each other, wrongfully and with full and actual knowledge conspired to engage in the Credit Card Charge-Off Fraudulent Transfer Scheme and the Credit Card Debt Ownership Deception.

261. Navarro's participation in the conspiracy is evidenced by the overt acts of, among other things, formulating, directing, implementing, and masterminding both predatory lending schemes, including directing the creation and participation of the Alter Ego Assignees and the participation of Credit One and the Officer Co-Conspirators.

262. Credit One's participation in the conspiracy is evidenced by the overt acts of, among other things, issuing credit cards to the Putative Class.

263. The participation of the Alter Ego Assignees in the conspiracy is evidenced by the overt acts of, among other things, receiving transfers of charged-card accounts for no consideration and re-transferring them as part of a shell game to separate the debt collection from the originating issuer and deceive consumer and the IRS as to whether the account was actually "charged off."

264. The participation of the Officer Co-Conspirators in the conspiracy is evidenced by the overt acts of, among other things, directing the activities of the Alter Ego Assignees.

265. The Officer Co-Conspirators have a personal stake in the outcome of the conspiracy because their compensation is contingent, at least in part, on achieving performance milestones,

including those relating to the amount of non-performing debt collected.

266. The participation of the Lawyer Co-Conspirators in the conspiracy is evidenced by the overt acts of, among other things, engaging in debt collection activities for the Alter Ego Assignees.

267. The Lawyer Co-Conspirators also have a personal stake in the outcome of the conspiracy because their fee is contingent, in part, on the amount of non-performing debt collected.

268. The foregoing conspiracy was unlawful and was carried about by unlawful means.

269. Plaintiff and the Putative Class have been directly and proximately damaged.

COUNT XXIV

AIDING AND ABETTING VIOLATION OF THE FCRA

(Against Navarro, the Officer Co-Conspirators, and the Lawyer Co-Conspirators)

270. Plaintiff repeats and realleges the allegations in paragraphs 1 thru 75.

271. Plaintiff and the Putative Class are members of a protected class under the FCRA because they are entitled to exercise their fundamental rights to freedom of contract and access to the courts under the Declaration of Rights in the Florida Constitution.

272. The Credit Card Charge-Off Fraudulent Transfer Scheme and the Credit Card Debt Ownership Deception were discriminatory practices as defined in section 760.02(4), Florida Statutes.

273. The effect of the Illusory Assignments by Credit One was to deprive Plaintiff and the Putative Class Members of their right to raise contract defenses in claims brought by the Alter Ego Assignees to collect the debts arising from the Cardmember Agreements.

274. Because the Alter Ego Assignees used the Court system to try to enforce the Illusory Assignments, and thereby deprive the Plaintiff and Putative Class members of their contractual rights ability to assert defense in court, the violations constitute state action. *See Shelley v. Kraemer*, 334 U.S. 1 (1948) (holding that court cannot enforce racially restrictive real estate covenants because this would constitute state action under the Fourteenth Amendment).

275. Navarro, the Officer Co-Conspirators, and the Lawyer Co-Conspirators aided and abetted Credit One and MHC Receivables because they not only had knowledge of the Credit Card Charge-Off Fraudulent Transfer Scheme and the Credit Card Debt Ownership Deception but also because they provided substantial assistance by, among other things,

- A. Designing the predatory lending schemes;
- B. Implementing the predatory lending schemes;
- C. Engaging in collection activities in support of the predatory lending schemes; and
- D. Concealing the predatory lending schemes from consumers and regulators by using the Alter Ego Assignees as part of a shell game to conceal the connection between the issuer of the credit cards and the related collection activities.

276. Plaintiff and the Putative Class have been directly and proximately damaged.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests that the Court:

- a. Certify the Putative Main Class and Putative Senior Citizen Subclass;
- b. Permanently enjoin Defendants from committing the Predatory Lending Scheme;
- c. Award monetary damages, jointly and severally, against all Defendants;
- d. Award special damages jointly and severally against all Defendants for the total amounts paid by each Putative Class Member pursuant to settlements and/or judgments with the Defendants, together with statutory interest thereon;
- e. Award treble damages under § 772.11(1), Fla. Stat.;
- f. Award additional damages of \$500,000 for the Class Members under § 559.77(2);
- g. Avoid the debt transfers contemplated under the Illusory Assignments;
- h. Award attorneys' fees under §§ 772.11(1), 501.2105, and 559.77, Fla. Stat.;
- i. Award costs of suit; and

j. Grant such further relief as the Court deems just and proper.

Plaintiff reserves the right to seek to amend this Complaint to add a claim for punitive damages.

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury on all issues so triable.

REQUEST FOR CALENDAR ADVANCEMENT

Pursuant to §§ 415.1115 and 772.11(5), Fla. Stat., undersigned counsel respectfully requests that the Court advance this case on its trial docket.

Respectfully submitted,

THE SIMRING LAW GROUP

Counsel for Plaintiff and the Putative Class

2750 Taylor Avenue

Suite A-10

Orlando, FL 32806

Tel: 954-816-2417

Email: matthew@simringlaw.com

By: /s/ Matthew Simring

Matthew R. Simring

(Florida Bar No. 175102)

EXHIBIT A

IN THE COUNTY COURT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO.:

LVNV Funding LLC

Plaintiff,

vs.

COMPLAINT

Richard Simring,

Defendant.

_____ /

COMES NOW the Plaintiff, LVNV Funding LLC, by and through its undersigned counsel, and
sues Defendant, Richard Simring, and states as follows:

GENERAL ALLEGATIONS

1. This is an action for damages that are within the jurisdictional limits of this court exclusive of costs.
2. Venue of this action is proper in the county named above because the Defendant is a resident of this county and/or because the Defendant executed the subject agreement in this county.
3. Upon Defendant's request, the original creditor, Credit One Bank, N.A., issued a credit account in the name of Defendant.
4. Prior to the commencement of this action, Plaintiff, LVNV Funding LLC, acquired Defendant's account originated by the original creditor, see attached Exhibit "A", and as such is entitled to all rights originally bestowed upon the original creditor.
5. Although demands have been made by Plaintiff, LVNV Funding LLC, upon Defendant for payment, Defendant has failed or refused to pay the amount due and owing on the account.
6. Plaintiff and its predecessors have duly performed all promises and conditions precedent as required.



COUNT I – ACCOUNT STATED

Plaintiff readopts and re-alleges allegations one (1) through six (6) above and further states as follows:

7. Before the institution of this action, Plaintiff's predecessor in interest and the Defendant, Richard Simring, had business transactions between them where the parties agreed upon a resulting balance. Plaintiff is an assignee and as such obtains all rights of the original creditor to be repaid.
8. There are no unresolved billing disputes made in response to receiving the account statements and, therefore, there is a prima facie case establishing the correctness of the account balance. *See, Farley v. Chase Bank, USA, NA*, 37 So. 3d 936 (Fla. 4th DCA 2010). Copies of any available statements are attached hereto and incorporated herein as Composite Exhibit "B".
9. By using and/or making payments on the subject account, the Defendant accepted the resulting balance.
10. After adjustment for any credits or payments made after charge off of the account, Defendant owes Plaintiff, LVNV Funding LLC, the amount of \$999.13.

WHEREFORE Plaintiff, LVNV Funding LLC, respectfully requests this Honorable Court enter Judgment in its favor against Defendant, Richard Simring, in the sum of \$999.13 together with court costs as described herein and any other just and further relief as this Honorable Court deems just and proper.

Respectfully submitted,
ANDREU, PALMA, LAVIN, & SOLIS, PLLC

/s/Oleksandra Piliuiko, ESQ-FBN 1015987

887 Donald Ross Road
Juno Beach, FL 33408
Tel. (877)229-5972
Fax. (800)391-2178
Email: eservice@andreupalma.com
2301002079

EXHIBIT A

BILL OF SALE AND ASSIGNMENT OF ACCOUNTS
FROM CREDIT ONE BANK, N.A. TO MHC RECEIVABLES, LLC

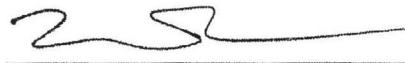
As of **July 31, 2021**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Credit One Bank, N.A. ("Assignor") has transferred, has sold, has assigned, has conveyed, has granted and has otherwise delivered to MHC Receivables, LLC ("Assignee"), all of Assignor's right, title and interest in and to (i) the charged-off credit card accounts identified on an account level basis in the data file named **CreditOne_Fresh_Sherman_082021** (the "Computer File"), a copy of which is attached hereto and incorporated herein by reference as "Exhibit A"; and, (ii) certain related account level media or electronic copies thereof (including, but not limited to applications, statements, terms and condition), and (iii) all claims or rights arising out of or relating to each account referenced on the Computer File (collectively hereinafter, the "Accounts") including, but not limited to, all claims and rights afforded each Account by virtue of that Account's corresponding terms and conditions.

The Accounts transferred under the terms of this Bill of Sale and Assignment of Accounts were each transferred to Assignee immediately following charge off for each applicable Account, as shown in the Computer File.

With respect to information for the Accounts, Assignor represents and warrants to Assignee that the business records conveyed to Assignee relating to: (i) the Accounts issued by Assignor; and (ii) the sale and assignment of Accounts by Assignor (collectively, the "Business Records"), are kept by Assignor in the regular course of its business. It is in the regular course of business of Assignor for an employee or an authorized representative with personal knowledge of the act, event, condition, or opinion (collectively "Event") to be recorded, to make the appropriate memorandum or recording of the Event at or reasonably near the time of the Event. Furthermore, Assignor represents and warrants to Assignee that the Business Records are materially complete and accurate, and thoroughly embody the information in Assignor's custody and control for the Accounts from their creation until the time of transfer to Assignee. These representations and warranties are intended to augment any other representations and warranties the parties may have in place and not supplant any other existing warranties and representations.

This Bill of Sale and Assignment of Accounts shall serve as evidence of ownership for the Accounts conveyed hereby and shall serve as an acknowledgment, as ratification, and as evidence of the intent of the parties to transfer the Accounts.

CREDIT ONE BANK, N.A.



Michael Wiese
Vice President

EXHIBIT A

ACCOUNT SCHEDULE

The Accounts that are specifically identified in the electronic file named **CreditOne_Fresh_Sherman_082021** with such electronic file incorporated herein by reference.

BILL OF SALE AND ASSIGNMENT OF RECEIVABLES
FROM CREDIT ONE BANK, N.A. TO MHC RECEIVABLES, LLC

As of **July 31, 2021**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Credit One Bank, N.A. ("Assignor") has transferred, has sold, has assigned, has conveyed, has granted and has otherwise delivered to MHC Receivables, LLC ("Assignee"), all of Assignor's right, title and interest in and to (i) the receivables associated with each and every account referenced in the data file named **CreditOne_Fresh_Sherman_082021** (the "Computer File"), a copy of which is attached hereto and incorporated herein by reference as "Exhibit A"; and, (ii) all claims or rights arising out of or relating to each of those Receivables (hereinafter, the "Receivables").

The Receivables transferred under the terms of this Bill of Sale and Assignment of Receivables were each transferred to Assignee prior to the charge off of the associated accounts, as shown in the Computer File. This Bill of Sale and Assignment of Receivables evidences the intent between the parties for the transfer of the Receivables, acts as an acknowledgement of those transfers, and, to the extent necessary, ratification of the transfers.

With respect to information for the Receivables, Assignor represents and warrants to Assignee that the business records conveyed to Assignee relating to the Receivables (the "Business Records"), are kept by Assignor in the regular course of its business. It is in the regular course of business of Assignor for an employee or an authorized representative with personal knowledge of the act, event, condition, or opinion (collectively "Event") to be recorded, to make the appropriate memorandum or recording of the Event at or reasonably near the time of the Event. Furthermore, Assignor represents and warrants to Assignee that the Business Records are materially complete and accurate, and thoroughly embody the information in Assignor's custody and control for the Receivables from their creation until the time of transfer to Assignee. These representations and warranties are intended to augment any other representations and warranties the parties may have in place and not supplant any other existing warranties and representations.

This Bill of Sale and Assignment of Receivables shall serve as evidence of ownership for the Receivables conveyed hereby and shall serve as an acknowledgment, as ratification, and as evidence of the intent of the parties to transfer the Receivables.

CREDIT ONE BANK, N.A.



Michael Wiese
Vice President

EXHIBIT A

ACCOUNT SCHEDULE

The Accounts that are specifically identified in the electronic file named **CreditOne_Fresh_Sherman_082021** with such electronic file incorporated herein by reference.

BILL OF SALE AND ASSIGNMENT OF RECEIVABLES
FROM MHC RECEIVABLES, LLC, TO FNBM, LLC

As of **August 17, 2021**, MHC Receivables, LLC ("Assignor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has periodically transferred, has sold, has assigned, has conveyed, has granted and has otherwise delivered to FNBM, LLC, ("Assignee") all of its rights, title and interest in and to (i) the receivables identified and specifically referenced for each of the accounts on an account level basis on the data file titled **CreditOne_Fresh_Sherman_082021** attached hereto and incorporated by reference as "Exhibit A" ; and (ii) all claims or rights arising out of or relating to the account level receivables (hereinafter the "Receivables").

With respect to information for the Receivables, Assignor represents and warrants to Assignee that the business records conveyed to Assignee relating to the Receivables (the "Business Records"), are kept by Assignor in the regular course of its business. It is in the regular course of business of Assignor for an employee or an authorized representative with personal knowledge of the act, event, condition, or opinion (collectively "Event") to be recorded, to make the appropriate memorandum or recording of the Event at or reasonably near the time of the Event. Furthermore, Assignor represents and warrants to Assignee that the Business Records are materially complete and accurate, and thoroughly embody the information in Assignor's custody and control for the Receivables from their creation until the time of transfer to Assignee. These representations and warranties are intended to augment any other representations and warranties the parties may have in place and not supplant any other existing warranties and representations.

This Bill of Sale and Assignment of Receivables shall serve as an acknowledgment, as ratification, and as evidence of the intent of the parties to transfer the Released Receivables referenced herein.

MHC Receivables, LLC

A handwritten signature in black ink, appearing to read 'Mark Rufail', is written over a horizontal line.

Mark Rufail, Authorized Representative

EXHIBIT A

ACCOUNT SCHEDULE

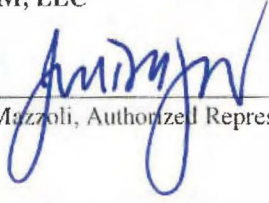
The Accounts that are specifically identified in the electronic file named **CreditOne_Fresh_Sherman_082021**, with such electronic file incorporated herein by reference.

BILL OF SALE AND ASSIGNMENT OF RECEIVABLES
FROM FNBM, LLC, TO SHERMAN ORIGINATOR III LLC

On **August 17, 2021**, FNBM, LLC ("Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, hereby transfers, sells, assigns, conveys, grants and delivers to Sherman Originator III LLC ("Assignee"), all of its rights, title and interest in and to (i) the receivables identified and specifically referenced for each of the accounts on an account level basis on the data file titled **CreditOne_Fresh_Sherman_082021** attached hereto and incorporated by reference as "Exhibit A"; and (ii) all claims or rights arising out of or relating to the receivables (hereinafter the "Receivables").

This Bill of Sale and Assignment of Receivables shall serve as evidence of ownership for any of the Receivables conveyed hereby.

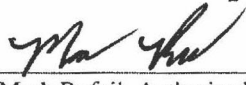
FNBM, LLC



Jon Mazzoli, Authorized Representative

With respect to information for the Receivables, MHC Receivables, LLC ("MHC") represents and warrants to Assignee that the business records conveyed to Assignee relating to the Receivables (the "Business Records"), are kept by MHC in the regular course of its business. It is in the regular course of business of MHC for an employee or an authorized representative with personal knowledge of the act, event, condition, or opinion (collectively "Event") to be recorded, to make the appropriate memorandum or recording of the Event at or reasonably near the time of the Event. Furthermore, Assignor represents and warrants to Assignee that the Business Records are materially complete and accurate, and thoroughly embody the information in Assignor's custody and control for the Receivables from their creation until the time of transfer to Assignee. These representations and warranties are intended to augment any other representations and warranties the parties may have in place and not supplant any other existing warranties and representations.

MHC Receivables, LLC



Mark Rufail, Authorized Representative

EXHIBIT A
ACCOUNT SCHEDULE

The Accounts that are specifically identified in the electronic file name **CreditOne_Fresh_Sherman_082021**, with such electronic file incorporated herein by reference.

BILL OF SALE AND ASSIGNMENT OF ACCOUNTS
FROM MHC RECEIVABLES, LLC TO SHERMAN ORIGINATOR III LLC

On August 17, 2021, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MHC Receivables, LLC ("Assignor"), hereby transfers, sells, assigns, conveys, grants and otherwise delivers to Sherman Originator III LLC ("Assignee"), all of Assignor's, rights title and interest in and to (i) the charged-off accounts identified on an account level basis in the data file named **CreditOne_Fresh_Sherman_082021** (the "Computer File"), a copy of which is attached hereto and incorporated herein by reference as "Exhibit A"; and, (ii) certain related account level media or electronic copies thereof (including, but not limited to applications, statements, terms and condition), and (iii) all claims or rights arising out of or relating to each referenced account (collectively hereinafter the "Accounts") including, but not limited to, all claims and rights afforded each account by virtue of that account's corresponding terms and conditions.

With respect to information for the Accounts described in the related Computer File, Assignor represents and warrants to Assignee that the business records relating to: (i) the Accounts owned by Assignor; and (ii) the sale and assignment of Accounts by Assignor (collectively, the "Business Records"), are kept by Assignor in the regular course of its business. It is in the regular course of business of Assignor for an employee or an authorized representative with personal knowledge of the act, event, condition, or opinion (collectively "Event") to be recorded, to make the appropriate memorandum or recording at or reasonably near the time of the Event. Furthermore, Assignor represents and warrants to Assignee that the Business Records are materially complete and accurate and thoroughly embody the information in Assignor's custody and control for the Accounts listed in the Computer File from Assignor's receipt of those Accounts until the time of transfer to Assignee. These representations and warranties are intended to augment any other representations and warranties the parties may have in place and not supplant any other existing warranties and representations.

This Bill of Sale and Assignment of Accounts shall serve as evidence of ownership for any of the Accounts conveyed hereby.

MHC Receivables, LLC



Mark Rufail, Authorized Representative

EXHIBIT A

ACCOUNT SCHEDULE

The Accounts that are specifically identified in the electronic file named **CreditOne_Fresh_Sherman_082021**, with such electronic file incorporated herein by reference.

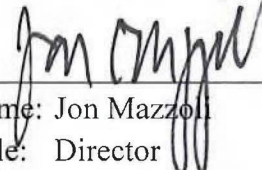
Transfer and Assignment

Sherman Originator III LLC ("SOLLC III"), without recourse, to the extent permitted by applicable law, hereby transfers, sells, assigns, conveys, grants and delivers to Sherman Originator LLC ("SOLLC") all of its right, title and interest in and to the receivables and other assets (the "Assets") identified on Exhibit A, in the Receivable File dated August 03, 2021 delivered by MHC Receivables, LLC and FNBM, LLC on August 17, 2021 for purchase by SOLLC III on August 17, 2021. The transfer of the Assets included electronically stored business records.

SOLLC, subsequent to the above mentioned transfer, hereby transfers, sells, assigns, conveys, grants and delivers to LVNV Funding LLC ("LVNV"), the above mentioned Assets. The transfer of the Assets included electronically stored business records.

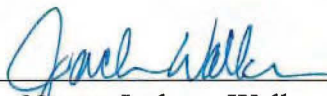
Dated: August 17, 2021

Sherman Originator III LLC
a Delaware Limited Liability Company

By: 
Name: Jon Mazzoni
Title: Director

Dated: August 17, 2021

Sherman Originator LLC
a Delaware Limited Liability Company

By: 
Name: Jackson Walker
Title: Authorized Representative

Dated: August 17, 2021

LVNV Funding LLC
a Delaware Limited Liability Company


By: 
Name: Daniel Picciano
Title: Authorized Representative

Exhibit A

Receivables File

08.17.21 CreditOne_Fresh_Sherman_082021

Transfer Group	Portfolio	Transfer Batch
759171	39093	N/A

EXHIBIT B

SUMMARY OF ACCOUNT ACTIVITY		
Previous Balance		\$935.02
Payments	-	\$0.00
Other Credits	-	\$0.00
Purchases	+	\$0.00
Balance Transfers	+	\$0.00
Cash Advances	+	\$0.00
Fees Charged	+	\$47.25
Interest Charged	+	\$16.86
New Balance		\$999.13
Credit Limit		\$600.00
Available Credit		\$0.00
Statement Closing Date		07/16/21
Days in Billing Cycle		30

QUESTIONS?

Call Customer Service or Report
a Lost or Stolen Credit Card 1-877-825-3242
Outside the U.S. Call 1-702-405-2042

Please send billing inquiries and correspondence to:
P.O. Box 98873, Las Vegas, NV 89193-8873

PAYMENT INFORMATION		
New Balance		\$999.13
Past Due Amount		\$265.00
Amount Due This Period		\$773.13
Minimum Payment Due		\$999.13
Payment Due Date		08/12/21
Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to \$39.		
Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance.		
For example:		
If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on the statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	1 months	\$999.00
If you would like a location for credit counseling services, call 1-866-515-5720. Or you may visit www.justice.gov/ust/list-credit-counseling-agencies-approved-pursuant-11-usc-111 .		

TRANSACTIONS				
Reference Number	Trans Date	Post Date	Description of Transaction or Credit	Amount
Fees				
F57270065000CYLAC	07/16	07/16	ANNUAL FEE 08/21 THROUGH 08/21	8.25
	07/16	07/16	LATE FEE	39.00
			TOTAL FEES FOR THIS PERIOD	47.25
Interest Charged				
	07/16	07/16	Interest Charge on Purchases	16.86
	07/16	07/16	Interest Charge on Cash Advances	0.00
			TOTAL INTEREST FOR THIS PERIOD	16.86
2021 Totals Year-to-Date				
Total fees charged in 2021				\$324.25
Total interest charged in 2021				\$97.32

Your account is currently closed.

Annual Fee Notice. The Annual Fee for your Account of \$99 will continue to be billed monthly at \$8.25 for the coming year. See the **Annual Fee Notice** and other important information on the reverse.

NOTICE OF CHANGE IN TERMS TO YOUR CARD AGREEMENT
Under the heading "Fees:" the "Transaction Fee for Balance Transfers" paragraph (if it appears in your Card Agreement) is being removed. All other terms disclosed in your Card Agreement remain unchanged. Please keep a copy of this document with your Card Agreement for future reference.

INTEREST CHARGE CALCULATION			
Your Annual Percentage Rate (APR) is the annual interest rate on your account.			
Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	23.99%(v)	\$843.49	\$16.86
Cash Advances	23.99%(v)	\$0.00	\$0.00
(v) = Variable Rate			

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Please return this portion with your payment, and write your account number on your check, made payable to CREDIT ONE BANK.



For address, telephone and email changes, please complete the reverse side.
Or, update your contact information online at www.CreditOneBank.com.

PAY YOUR BILL ONLINE at CreditOneBank.com

Account Number: 7997
New Balance: \$999.13
Minimum Payment Due: \$999.13
Payment Due Date: 08/12/21

AMOUNT ENCLOSED: \$

CREDIT ONE BANK
PO BOX 60500
CITY OF INDUSTRY CA 91716-0500

RICHARD SIMRING
5400 LAGORCE DR
MIAMI BEACH FL 33140-2136

SUMMARY OF ACCOUNT ACTIVITY		
Previous Balance		\$545.52
Payments	-	\$0.00
Other Credits	-	\$0.00
Purchases	+	\$25.67
Cash Advances	+	\$0.00
Fees Charged	+	\$30.00
Interest Charged	+	\$11.04
New Balance		\$612.23
Credit Limit		\$600.00
Available Credit		\$0.00
Statement Closing Date		01/16/21
Days in Billing Cycle		31

QUESTIONS?

Call Customer Service or Report
a Lost or Stolen Credit Card 1-877-825-3242
Outside the U.S. Call 1-702-405-2042
Please send billing inquiries and correspondence to:
P.O. Box 98873, Las Vegas, NV 89193-8873

PAYMENT INFORMATION		
New Balance		\$612.23
Past Due Amount		\$30.00
Amount Due This Period		\$61.00
Minimum Payment Due		\$91.00
Payment Due Date		02/12/21
Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to \$39.		
Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance.		
For example:		
If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on the statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	2 years	\$774.00
If you would like a location for credit counseling services, call 1-866-515-5720. Or you may visit www.justice.gov/ust/list-credit-counseling-agencies-approved-pursuant-11-usc-111 .		

TRANSACTIONS				
Reference Number	Trans Date	Post Date	Description of Transaction or Credit	Amount
2469216PK2XYLXSJF	12/20	12/20	SQ *BETTANT BAKERY AND CA Miami Beach FL	19.85
	01/16	01/16	CREDIT PROTECT 1-877-825-3242	5.82
			Fees	
	01/16	01/16	LATE FEE	30.00
			TOTAL FEES FOR THIS PERIOD	30.00
			Interest Charged	
	01/16	01/16	Interest Charge on Purchases	11.04
	01/16	01/16	Interest Charge on Cash Advances	0.00
			TOTAL INTEREST FOR THIS PERIOD	11.04
2021 Totals Year-to-Date				
Total fees charged in 2021			\$30.00	
Total interest charged in 2021			\$11.04	

YOUR ACCOUNT IS PAST DUE. IT IS NOT TOO LATE TO
PROTECT YOUR CREDIT RATING! PLEASE PAY THE
MINIMUM AMOUNT DUE NOW OR CALL (888) 729-6274.

If your account is past due you could get help
You have Credit Protection? Request benefits today.
It can help make payments if you get laid off or become
disabled, and there is a loss of life benefit, too.
Call 877-825-3242 to request benefits today!

INTEREST CHARGE CALCULATION			
Your Annual Percentage Rate (APR) is the annual interest rate on your account.			
Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	23.99%(v)	\$552.37	\$11.04
Cash Advances	23.99%(v)	\$0.00	\$0.00
(v) = Variable Rate			

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Please return this portion with your payment, and write your account number on your check, made payable to CREDIT ONE BANK.



For address, telephone and email changes,
please complete the reverse side.
Or, update your contact information online
at www.CreditOneBank.com.

PAY YOUR BILL ONLINE at CreditOneBank.com

Account Number: 7997
New Balance: \$612.23
Minimum Payment Due: \$91.00
Payment Due Date: 02/12/21

AMOUNT ENCLOSED: \$

CREDIT ONE BANK
PO BOX 60500
CITY OF INDUSTRY CA 91716-0500

RICHARD SIMRING
5400 LAGORCE DR
MIAMI BEACH FL 33140-2136

EXHIBIT B



Richard,

Congratulations! You're Pre-Approved*
for a credit line up to \$2,000.

APPROVAL CODE
159-3795-951



Richard B. Simring
5400 Lagorce Dr.
Miami Beach, FL 33140-2136



CREDIT LINE
UP TO \$2,000

ACCEPT BY
09/20/2023

**Because your credit performance has improved,
you're now pre-approved for a Platinum Visa®.
Accept your card offer with a credit line up to \$2,000.**

1



Scan
to accept from your
smartphone

2

Visit Accept.CreditOneBank.com
Use Approval Code: **159-3795-951**

3

Call 1-800-536-2600
Use Approval Code: **159-3795-951**



A fee applies on Premium Designs.

BENEFITS & REWARDS

- **1% Cash Back Rewards on eligible gas and grocery purchases as well as mobile phone, internet, cable, and satellite TV services***
- No Over Limit Fees and No Penalty APR*
- Automatic reviews for credit line increases

FLEXIBILITY

- Choose your payment due date*
- Manage your account from our highly rated mobile app or website
- Make purchases using Apple Pay®, Google Pay™, and Samsung Pay®

SECURITY

- Peace of mind with Zero Fraud Liability for unauthorized purchases
- Chip technology helps protect your account against counterfeiting

Apple Pay and Samsung Pay are registered trademarks of their respective owners. Google Pay is a trademark of Google LLC.

*See reverse for Important Information on Rates, Fees, Costs, Available Credit, Eligibility Criteria, and Benefits & Features.

You can choose to stop receiving "prescreened" offers of credit from this and other companies by calling toll-free 1-888-567-8688. See PRESCREEN & OPT-OUT NOTICE on reverse for more information about prescreened offers.

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	28.99% This APR will vary with the market based on the Prime Rate.
Annual Percentage Rate (APR) for Cash Advances	28.99% This APR will vary with the market based on the Prime Rate.
How to Avoid Paying Interest on Purchases	Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at https://www.consumerfinance.gov/learnmore .
Fees	
Annual Fee	NOTICE: The Annual Fee will be billed to your Account when it is opened and will reduce the amount of credit you initially have available. For example, if you are assigned the minimum credit line of \$300, your initial available credit will be only about \$225. \$75 for the first year. After that, \$99 annually (billed at \$8.25 per month).
Transaction Fees	
• Cash Advance	Either \$5 or 8% of the amount of each Cash Advance, whichever is greater.
• Foreign Transaction	Either \$1 or 3% of each purchase in U.S. dollars, whichever is greater.
Penalty Fees	
• Late Payment	Up to \$39**
• Returned Payment	Up to \$39**

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)."

Authorized User Card Fee: If you request a card for an authorized user, we charge an Authorized User Card Fee of \$19 annually. This fee will reduce the amount of your available credit. Variable rates are based on the U.S. Prime Rate as of 06/09/2023.

****We will charge the maximum safe harbor amount, which is set annually by the Consumer Financial Protection Bureau. Complete details will be in the Agreement sent with your card.**

MINIMUM CREDIT LINE: \$300 Future credit line increases may be granted based on your overall credit performance.

PRESCREEN & OPT-OUT NOTICE: This "prescreened" offer of credit is based on information in your credit report indicating that you meet certain criteria. This offer is not guaranteed if you do not meet our criteria. If you do not want to receive prescreened offers of credit from this and other companies, contact: Experian, P.O. Box 919, Allen, TX 75013-0919; Equifax, P.O. Box 740123, Atlanta, GA 30374-0123; or TransUnion, P.O. Box 505, Woodlyn, PA 19094-0505. Or you may notify all three agencies by calling toll-free 1-888-567-8688.

ANNUAL FEE: The Annual Fee of \$75 will be billed to your Account when opened. It's refundable as long as you cancel your Account and have not made any transactions. After the first year, the Annual Fee of \$99 will be billed to your Account in monthly installments of \$8.25 until the balance is paid in full and your Account is closed.

ACCEPTANCE: The words "I," "me," "my," "you," and "your" mean the applicant. "Bank," "we," and "us" mean Credit One Bank, N.A., its successors or assigns. I certify that I am 18 years of age or older and that the information on this credit card application is accurate and given in order to obtain credit. If I am approved, my card(s) will be issued and I agree to pay all charges incurred in accordance with the terms and conditions of the Card Agreement ("Agreement"), which will be sent with my card. I understand that my Account will be subject to the terms and conditions of the Agreement, and that the Bank may change all terms and conditions of the Account upon notice to me in accordance with applicable law. I also acknowledge that the Account will be for personal use and cannot be used for business purposes.

ARBITRATION: Your Agreement includes an arbitration provision, which restricts your opportunity to have claims related to the Account heard in court or resolved by a jury, and to participate in a class action or similar proceeding. Complete details will be in the Agreement sent with your card.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

ELIGIBILITY CRITERIA: You may not qualify for this offer if: 1) you no longer meet our criteria or income requirements when your application is processed; 2) you have an open or unpaid Account or pending application; 3) the application is altered (other than the address) or not complete, accurate or verifiable; 4) we receive your application after the expiration date; 5) you are a resident of a U.S. Territory; 6) you have an APO/FPO address; or 7) you are a Covered Borrower who is entitled to the Limitations on Terms of Consumer Credit Extended to Service Members and Dependents pursuant to a determination made in accordance with the Military Lending Act 32 C.F.R. 232.5(b).

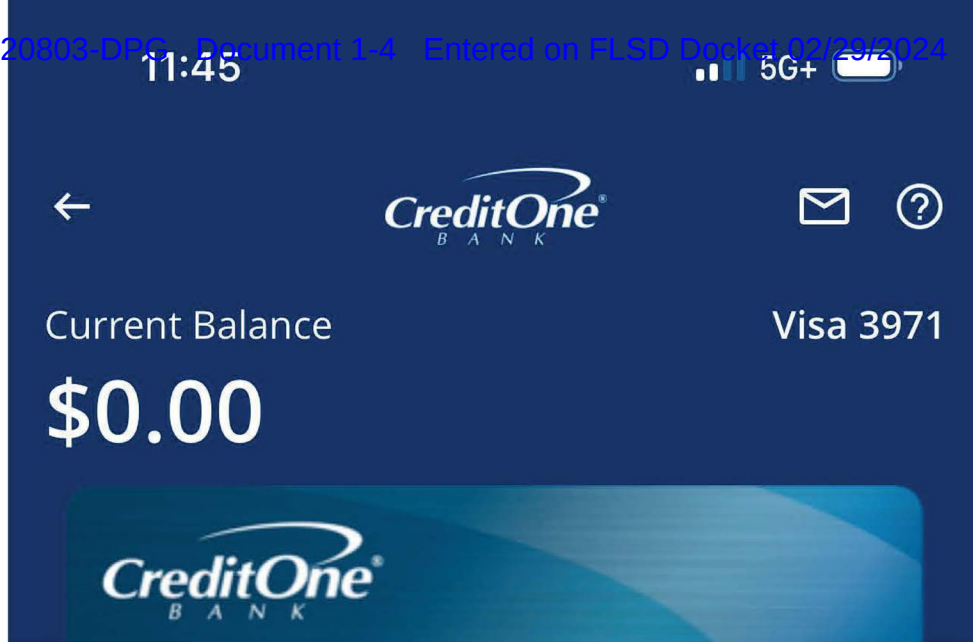
ACCESS TO CREDIT AND IDENTIFICATION INFORMATION: I authorize the Bank to obtain and use information about me from third parties and credit reporting agencies to: 1) verify my identity; 2) determine my income, debt and credit eligibility; 3) provide renewal of credit; and 4) present future offers, including extensions of credit. The Bank may retain such credit or other information whether or not I receive a card.

COMMUNICATIONS: 1) **Consent:** You are providing express written permission and consent authorizing us or our agents to contact you at any phone number (including mobile, cellular, wireless, or similar devices) or email

address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you contact us, or which we obtain through other means. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communication to us, to or from any such number or email address, without reimbursement from us. 2) **Indemnification:** If you provide telephone number(s) for which you are not the subscriber, you understand that you shall indemnify us for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). 3) **Revocation:** For information on how your authorization can be revoked, see your Agreement that will be sent with your card.

BENEFITS & FEATURES:

Cash Back Rewards Program: 1) You will earn cash back in the form of an automatic statement credit equal to 1% of Net Eligible Purchases made with your Account. Net Eligible Purchases are Eligible Purchases minus any returns, disputed charges, unauthorized charges, illegal or fraudulent charges or other credits for such Purchases. Eligible Purchases are Purchases from merchants in the following categories: gasoline, grocery (grocery Purchases do not include Purchases at superstores, at stores that sell groceries and other products like drugstores and convenience stores; or at smaller stores like bakeries, candy, nut or confection stores), mobile phone service, and internet, cable and satellite TV service. Merchants who accept credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with the applicable network's procedures based on the kinds of products and services they primarily sell. We group similar merchant codes into Eligible Purchase categories for purposes of making rewards offers to you. We make every effort to include all relevant merchant codes in our rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a rewards category, the merchant may not have a merchant code in that category. When this occurs, Purchases with that merchant won't qualify for rewards offers on Purchases in that category. Although a merchant or the items that it sells may appear to fit the reward categories, the merchant may not have or use an eligible code. Purchases made without an eligible code WILL NOT qualify for rewards. Purchases from the following types of merchants are not eligible for rewards: oil, propane, home heating companies, PayPal, warehouse clubs (including but not limited to Sam's Club and Costco), and discount supercenters (including but not limited to Walmart and Target). 2) You will receive an automatic rewards credit on each statement that has at least one Net Eligible Purchase. Automatic statement



Available Credit

\$0.00 / \$300.00

No payment due

 **Make a Payment**



Payment History



Documents & Statements



Recent Transactions

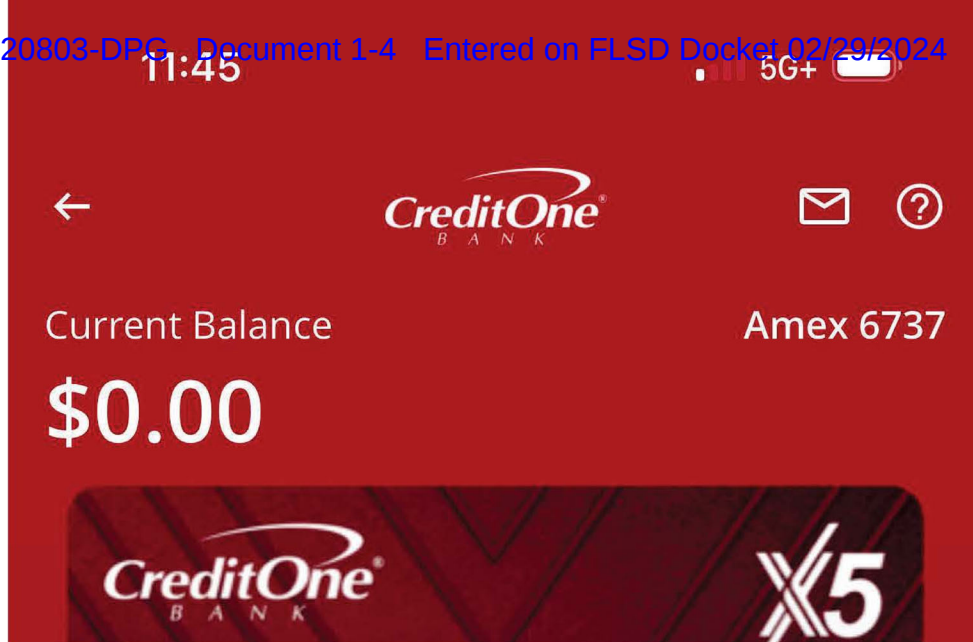
No Recent Transactions


Accounts


Offers


Credit Score


Settings



Available Credit

\$905.00 / \$1,000.00

No payment due

 [Make a Payment](#)



Payment History



Documents & Statements



Recent Transactions

FIRST DATA RESOURCES

OMAHA, NE

\$95.00

November 28, 2023


[Accounts](#)


[Offers](#)


[Credit Score](#)


[Settings](#)

11:45

5G+



Good morning, Richard



Activate your new card



Current Balance

Visa 3971

\$0.00 >



No payment due



Make a Payment



Activate your new card



Current Balance

Amex 6737

\$0.00 >



No payment due



Make a Payment



Accounts



Offers



Credit Score



Settings

IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO. 2023-027447-CA-01

RICHARD SIMRING, *et al.*,

Plaintiff,

v.

CREDIT ONE BANK, N.A., *et al.*,

Defendants.

_____ /

SUMMONS

THE STATE OF FLORIDA:

To Each Sheriff of Said State:

YOU ARE HEREBY COMMANDED to serve this summons and a copy of the complaint or petition in this action on defendant:

Sherman Financial Group LLC
By serving its Registered Agent
Corporation Service Company
251 Little Falls Drive
Wilmington, DE 19808

Defendant is required to serve written defenses to the complaint or petition on Plaintiff's attorney, to wit: Matthew R. Simring, Esq., The Simring Law Group, P.A., 2750 Taylor Avenue, Suite A-10, Orlando, Florida 32806, matthew@simringlaw.com, within 20 days after service of this summons on that defendant, exclusive of the day of service, and to file the original of the defenses with the Clerk of this Court either before service on Plaintiff's attorney or immediately thereafter. If a defendant fails to do so, a default will be entered against that defendant for the relief demanded in the complaint or petition.

WITNESS my hand and seal of said Court on _____, 2023.

JUAN FERNANDEZ-BARQUIN
as Clerk of said Court

By: _____
As Deputy Clerk

IMPORTANTE

Usted ha sido demandado legalmente. Tiene veinte (20) dias, contados a partir del recibo de esta notificacion, para contestar la demanda adjunta, por escrito, y presentarla ante este tribunal. Una llamada telefonica no lo protegera; si usted desea que el tribunal considere su defensa, debe presentar su respuesta por escrito, incluyendo el numero del caso y los nombres de las partes interesadas en dicho caso. Si usted no contesta la demanda a tiempo, pudiese perder el caso y podria ser despojado de sus ingresos y propiedades, o privado de sus derechos, sin previo aviso del tribunal. Existen otros requisitos legales. Si lo desea, puede usted consultar a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a una de las oficinas de asistencia legal que aparecen en la guia telefonica.

Si desea responder a la demanda por su cuenta, al mismo tiempo en que presenta su respuesta ante el tribunal, debera usted enviar por correo o entregar una copia de su respuesta a la persona denominada abajo como "Attorneys for Petitioner." (Demandante o Abogado de Demandante).

IMPORTANT

Des poursuites judiciaires ont ete entreprises contre vous. Vous avez 20 jours consecutifs a partir de la date de l'assignation de cette citation pour déposer une reponse ecrite a la plainte ci-jointe aupres de ce Tribunal. Un simple coup de telephone est insuffisant pour vous proteger; vous etes oblige de déposer votre reponse ecrite, avec mention du numero de dossier ci-dessus et du nom des partis nommes ici, si vous souhaitez que le Tribunal entende votre cause. Si vous ne deposez pas votre reponse ecrite dans le delai requis, vous risquez de perdre la cause ainsi que votre salaire, votre argent, et vos biens peuvent etre saisis par la suite, sans aucun preavis ulterieur du Tribunal. Il y a d'autres obligations juridiques et vous pouvez requerir les services immediats d'un avocat. Si vous ne connaissez pas d'avocat, vous pourriez telephoner a un service de reference d'avocats ou a un bureau d'assistance juridique (figurant a l'annuaire de telephones).

Si vous choisissez de déposer vous-meme une reponse ecrite, il vous faudra egalement, en meme temps que cette formalite, faire parvenir ou expedier une copie au carbone ou une photocopie de votre reponse ecrite a "Attorneys for Petitioner" (Plaignant ou a son avocat nomme ci-dessous).

*If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Aliean Simpkins, the Eleventh Judicial Circuit Court's ADA Coordinator, Lawson E. Thomas Courthouse Center, 175 NW 1st Ave., Suite 2400, Miami, FL 33128, Telephone (305) 349-7175; TDD (305) 349-7174, Fax (305) 349-7355, Email: ADA@jud11.flcourts.org at least seven (7) days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than seven (7) days; if you are hearing or voice impaired, call 711

IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO. 2023-027447-CA-01

RICHARD SIMRING, *et al.*,

Plaintiff,

v.

CREDIT ONE BANK, N.A., *et al.*,

Defendants.

_____ /

SUMMONS

THE STATE OF FLORIDA:

To Each Sheriff of Said State:

YOU ARE HEREBY COMMANDED to serve this summons and a copy of the complaint or petition in this action on defendant:

Credit One Bank, N.A.
6801 South Cimarron Road
Las Vegas, Nevada 89113

Defendant is required to serve written defenses to the complaint or petition on Plaintiff's attorney, to wit: Matthew R. Simring, Esq., The Simring Law Group, P.A., 2750 Taylor Avenue, Suite A-10, Orlando, Florida 32806, matteh@simringlaw.com, within 20 days after service of this summons on that defendant, exclusive of the day of service, and to file the original of the defenses with the Clerk of this Court either before service on Plaintiff's attorney or immediately thereafter. If a defendant fails to do so, a default will be entered against that defendant for the relief demanded in the complaint or petition.

WITNESS my hand and seal of said Court on _____, 2023.

JUAN FERNANDEZ-BARQUIN
as Clerk of said Court

By: _____
As Deputy Clerk

IMPORTANTE

Usted ha sido demandado legalmente. Tiene veinte (20) dias, contados a partir del recibo de esta notificacion, para contestar la demanda adjunta, por escrito, y presentarla ante este tribunal. Una llamada telefonica no lo protegera; si usted desea que el tribunal considere su defensa, debe presentar su respuesta por escrito, incluyendo el numero del caso y los nombres de las partes interesadas en dicho caso. Si usted no contesta la demanda a tiempo, pudiese perder el caso y podria ser despojado de sus ingresos y propiedades, o privado de sus derechos, sin previo aviso del tribunal. Existen otros requisitos legales. Si lo desea, puede usted consultar a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a una de las oficinas de asistencia legal que aparecen en la guia telefonica.

Si desea responder a la demanda por su cuenta, al mismo tiempo en que presenta su respuesta ante el tribunal, debera usted enviar por correo o entregar una copia de su respuesta a la persona denominada abajo como "Attorneys for Petitioner." (Demandante o Abogado de Demandante).

IMPORTANT

Des poursuites judiciaires ont ete entreprises contre vous. Vous avez 20 jours consecutifs a partir de la date de l'assignation de cette citation pour deposer une reponse ecrite a la plainte ci-jointe aupres de ce Tribunal. Un simple coup de telephone est insuffisant pour vous proteger; vous etes oblige de deposer votre reponse ecrite, avec mention du numero de dossier ci-dessus et du nom des partis nommes ici, si vous souhaitez que le Tribunal entende votre cause. Si vous ne deposez pas votre reponse ecrite dans le delai requis, vous risquez de perdre la cause ainsi que votre salaire, votre argent, et vos biens peuvent etre saisis par la suite, sans aucun preavis ulterieur du Tribunal. Il y a d'autres obligations juridiques et vous pouvez requerir les services immediats d'un avocat. Si vous ne connaissez pas d'avocat, vous pourriez telephoner a un service de reference d'avocats ou a un bureau d'assistance juridique (figurant a l'annuaire de telephones).

Si vous choisissez de deposer vous-meme une reponse ecrite, il vous faudra egalement, en meme temps que cette formalite, faire parvenir ou expedier une copie au carbone ou une photocopie de votre reponse ecrite a "Attorneys for Petitioner" (Plaignant ou a son avocat nomme ci-dessous).

*If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Aliean Simpkins, the Eleventh Judicial Circuit Court's ADA Coordinator, Lawson E. Thomas Courthouse Center, 175 NW 1st Ave., Suite 2400, Miami, FL 33128, Telephone (305) 349-7175; TDD (305) 349-7174, Fax (305) 349-7355, Email: ADA@jud11.flcourts.org at least seven (7) days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than seven (7) days; if you are hearing or voice impaired, call 711

IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO. 2023-027447-CA-01

RICHARD SIMRING, *et al.*,

Plaintiff,

v.

CREDIT ONE BANK, N.A., *et al.*,

Defendants.

_____ /

SUMMONS

THE STATE OF FLORIDA:

To Each Sheriff of Said State:

YOU ARE HEREBY COMMANDED to serve this summons and a copy of the complaint or petition in this action on defendant:

Andreu, Palma, Lavin & Solis, PLLC
By serving its Registered Agent
Juan G. Andreu
815 NW 57 Avenue
Suite 401
Miami, FL 33126

Defendant is required to serve written defenses to the complaint or petition on Plaintiff's attorney, to wit: Matthew R. Simring, Esq., The Simring Law Group, P.A., 2750 Taylor Avenue, Suite A-10, Orlando, Florida 32806, matthew@simringlaw.com, within 20 days after service of this summons on that defendant, exclusive of the day of service, and to file the original of the defenses with the Clerk of this Court either before service on Plaintiff's attorney or immediately thereafter. If a defendant fails to do so, a default will be entered against that defendant for the relief demanded in the complaint or petition.

WITNESS my hand and seal of said Court on _____, 2023.

JUAN FERNANDEZ-BARQUIN
as Clerk of said Court

By: _____
As Deputy Clerk

IMPORTANTE

Usted ha sido demandado legalmente. Tiene veinte (20) dias, contados a partir del recibo de esta notificacion, para contestar la demanda adjunta, por escrito, y presentarla ante este tribunal. Una llamada telefonica no lo protegera; si usted desea que el tribunal considere su defensa, debe presentar su respuesta por escrito, incluyendo el numero del caso y los nombres de las partes interesadas en dicho caso. Si usted no contesta la demanda a tiempo, pudiese perder el caso y podria ser despojado de sus ingresos y propiedades, o privado de sus derechos, sin previo aviso del tribunal. Existen otros requisitos legales. Si lo desea, puede usted consultar a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a una de las oficinas de asistencia legal que aparecen en la guia telefonica.

Si desea responder a la demanda por su cuenta, al mismo tiempo en que presenta su respuesta ante el tribunal, debera usted enviar por correo o entregar una copia de su respuesta a la persona denominada abajo como "Attorneys for Petitioner." (Demandante o Abogado de Demandante).

IMPORTANT

Des poursuites judiciaires ont ete entreprises contre vous. Vous avez 20 jours consecutifs a partir de la date de l'assignation de cette citation pour deposer une reponse ecrite a la plainte ci-jointe aupres de ce Tribunal. Un simple coup de telephone est insuffisant pour vous proteger; vous etes oblige de deposer votre reponse ecrite, avec mention du numero de dossier ci-dessus et du nom des partis nommes ici, si vous souhaitez que le Tribunal entende votre cause. Si vous ne deposez pas votre reponse ecrite dans le delai requis, vous risquez de perdre la cause ainsi que votre salaire, votre argent, et vos biens peuvent etre saisis par la suite, sans aucun preavis ulterieur du Tribunal. Il y a d'autres obligations juridiques et vous pouvez requerir les services immediats d'un avocat. Si vous ne connaissez pas d'avocat, vous pourriez telephoner a un service de reference d'avocats ou a un bureau d'assistance juridique (figurant a l'annuaire de telephones).

Si vous choisissez de deposer vous-meme une reponse ecrite, il vous faudra egalement, en meme temps que cette formalite, faire parvenir ou expedier une copie au carbone ou une photocopie de votre reponse ecrite a "Attorneys for Petitioner" (Plaignant ou a son avocat nomme ci-dessous).

*If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Aliean Simpkins, the Eleventh Judicial Circuit Court's ADA Coordinator, Lawson E. Thomas Courthouse Center, 175 NW 1st Ave., Suite 2400, Miami, FL 33128, Telephone (305) 349-7175; TDD (305) 349-7174, Fax (305) 349-7355, Email: ADA@jud11.flcourts.org at least seven (7) days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than seven (7) days; if you are hearing or voice impaired, call 711

IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO. 2023-027447-CA-01

RICHARD SIMRING, *et al.*,

Plaintiff,

v.

CREDIT ONE BANK, N.A., *et al.*,

Defendants.

_____ /

SUMMONS

THE STATE OF FLORIDA:

To Each Sheriff of Said State:

YOU ARE HEREBY COMMANDED to serve this summons and a copy of the complaint or petition in this action on defendant:

LVNV Funding LLC
By serving its Registered Agent
Corporation Service Company
1201 Hays Street
Tallahassee Florida 32301

Defendant is required to serve written defenses to the complaint or petition on Plaintiff's attorney, to wit: Matthew R. Simring, Esq., The Simring Law Group, P.A., 2750 Taylor Avenue, Suite A-10, Orlando, Florida 32806, matthew@simringlaw.com, within 20 days after service of this summons on that defendant, exclusive of the day of service, and to file the original of the defenses with the Clerk of this Court either before service on Plaintiff's attorney or immediately thereafter. If a defendant fails to do so, a default will be entered against that defendant for the relief demanded in the complaint or petition.

WITNESS my hand and seal of said Court on _____, 2023.

JUAN FERNANDEZ-BARQUIN
as Clerk of said Court

By: _____
As Deputy Clerk

IMPORTANTE

Usted ha sido demandado legalmente. Tiene veinte (20) dias, contados a partir del recibo de esta notificacion, para contestar la demanda adjunta, por escrito, y presentarla ante este tribunal. Una llamada telefonica no lo protegera; si usted desea que el tribunal considere su defensa, debe presentar su respuesta por escrito, incluyendo el numero del caso y los nombres de las partes interesadas en dicho caso. Si usted no contesta la demanda a tiempo, pudiese perder el caso y podria ser despojado de sus ingresos y propiedades, o privado de sus derechos, sin previo aviso del tribunal. Existen otros requisitos legales. Si lo desea, puede usted consultar a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a una de las oficinas de asistencia legal que aparecen en la guia telefonica.

Si desea responder a la demanda por su cuenta, al mismo tiempo en que presenta su respuesta ante el tribunal, debera usted enviar por correo o entregar una copia de su respuesta a la persona denominada abajo como "Attorneys for Petitioner." (Demandante o Abogado de Demandante).

IMPORTANT

Des poursuites judiciaires ont ete entreprises contre vous. Vous avez 20 jours consecutifs a partir de la date de l'assignation de cette citation pour deposer une reponse ecrite a la plainte ci-jointe aupres de ce Tribunal. Un simple coup de telephone est insuffisant pour vous proteger; vous etes oblige de deposer votre reponse ecrite, avec mention du numero de dossier ci-dessus et du nom des partis nommes ici, si vous souhaitez que le Tribunal entende votre cause. Si vous ne deposez pas votre reponse ecrite dans le delai requis, vous risquez de perdre la cause ainsi que votre salaire, votre argent, et vos biens peuvent etre saisis par la suite, sans aucun preavis ulterieur du Tribunal. Il y a d'autres obligations juridiques et vous pouvez requerir les services immediats d'un avocat. Si vous ne connaissez pas d'avocat, vous pourriez telephoner a un service de reference d'avocats ou a un bureau d'assistance juridique (figurant a l'annuaire de telephones).

Si vous choisissez de deposer vous-meme une reponse ecrite, il vous faudra egalement, en meme temps que cette formalite, faire parvenir ou expedier une copie au carbone ou une photocopie de votre reponse ecrite a "Attorneys for Petitioner" (Plaignant ou a son avocat nomme ci-dessous).

*If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Aliean Simpkins, the Eleventh Judicial Circuit Court's ADA Coordinator, Lawson E. Thomas Courthouse Center, 175 NW 1st Ave., Suite 2400, Miami, FL 33128, Telephone (305) 349-7175; TDD (305) 349-7174, Fax (305) 349-7355, Email: ADA@jud11.flcourts.org at least seven (7) days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than seven (7) days; if you are hearing or voice impaired, call 711

IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO. 2023-027447-CA-01

RICHARD SIMRING, *et al.*,

Plaintiff,

v.

CREDIT ONE BANK, N.A., *et al.*,

Defendants.

_____ /

SUMMONS

THE STATE OF FLORIDA:

To Each Sheriff of Said State:

YOU ARE HEREBY COMMANDED to serve this summons and a copy of the complaint or petition in this action on defendant:

Benjamin W. Navarro
335 Madison Ave
New York City
New York, 10017

Defendant is required to serve written defenses to the complaint or petition on Plaintiff's attorney, to wit: Matthew R. Simring, Esq., The Simring Law Group, P.A., 2750 Taylor Avenue, Suite A-10, Orlando, Florida 32806, matthew@simringlaw.com, within 20 days after service of this summons on that defendant, exclusive of the day of service, and to file the original of the defenses with the Clerk of this Court either before service on Plaintiff's attorney or immediately thereafter. If a defendant fails to do so, a default will be entered against that defendant for the relief demanded in the complaint or petition.

WITNESS my hand and seal of said Court on _____, 2023.

JUAN FERNANDEZ-BARQUIN
as Clerk of said Court

By: _____
As Deputy Clerk

IMPORTANT

A lawsuit has been filed against you. You have 20 calendar days after this summons is served on you to file a written response to the attached complaint with the clerk of this court. A phone call will not protect you. Your written response, including the case number given above and the names of the parties, must be filed if you want the court to hear your side of the case. If you do not file your response on time, you may lose the case, and your wages, money, and property may thereafter be taken without further warning from the court. There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may call an attorney referral service or a legal aid office (listed in the phone book).

If you choose to file a written response yourself, at the same time you file your written response to the court you must also mail or take a copy of your written response to the "Plaintiff/Plaintiff's Attorney" named below. If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the number below at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.

*If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Alean Simpkins, the Eleventh Judicial Circuit Court's ADA Coordinator, Lawson E. Thomas Courthouse Center, 175 NW 1st Ave., Suite 2400, Miami, FL 33128, Telephone (305) 349-7175; TDD (305) 349-7174, Fax (305) 349-7355, Email: ADA@jud11.flcourts.org at least seven (7) days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than seven (7) days; if you are hearing or voice impaired, call 711

IMPORTANTE

Usted ha sido demandado legalmente. Tiene 20 días, contados a partir del recibo de esta notificación, para contestar la demanda adjunta, por escrito, y presentarla ante este tribunal. Una llamada telefónica no lo protegerá. Si usted desea que el tribunal considere su defensa, debe presentar su respuesta por escrito, incluyendo el número del caso y los nombres de las partes interesadas. Si usted no contesta la demanda a tiempo, pudiese perder el caso y podría ser despojado de sus ingresos y propiedades, o privado de sus derechos, sin previo aviso del tribunal. Existen otros requisitos legales. Si lo desea, puede usted consultar a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a una de las oficinas de asistencia legal que aparecen en la guía telefónica. Si desea responder a la demanda por su cuenta, al mismo tiempo en que presenta su respuesta ante el tribunal, deberá usted enviar por correo o entregar una copia de su respuesta a la persona denominada abajo como "Plaintiff/Plaintiff's Attorney" (Demandante o Abogado del Demandante).

Si usted es una persona minusválida que necesita algún acomodamiento para poder participar en este procedimiento, usted tiene derecho, sin tener gastos propios, a que se le provea cierta

ayuda. Tenga la amabilidad de ponerse en contacto con [identify applicable court personnel by name, address, and telephone number], por lo menos 7 días antes de la cita fijada para su comparecencia en los tribunales, o inmediatamente después de recibir esta notificación si el tiempo antes de la comparecencia que se ha programado es menos de 7 días; si usted tiene discapacidad del oído o de la voz, llame al 711.

IMPORTANT

Des poursuites judiciaires ont été entreprises contre vous. Vous avez 20 jours consécutifs à partir de la date de l'assignation de cette citation pour déposer une réponse écrite à la plainte ci-jointe auprès de ce tribunal. Un simple coup de téléphone est insuffisant pour vous protéger. Vous êtes obligés de déposer votre réponse écrite, avec mention du numéro de dossier ci-dessus et du nom des parties nommées ici, si vous souhaitez que le tribunal entende votre cause. Si vous ne déposez pas votre réponse écrite dans le délai requis, vous risquez de perdre la cause ainsi que votre salaire, votre argent, et vos biens peuvent être saisis par la suite, sans aucun préavis ultérieur du tribunal. Il y a d'autres obligations juridiques et vous pouvez requérir les services immédiats d'un avocat. Si vous ne connaissez pas d'avocat, vous pourriez téléphoner à un service de référence d'avocats ou à un bureau d'assistance juridique (figurant à l'annuaire de téléphones).

Si vous choisissez de déposer vous-même une réponse écrite, il vous faudra également, en même temps que cette formalité, faire parvenir ou expédier une copie de votre réponse écrite au "Plaintiff/Plaintiff's Attorney" (Plaignant ou à son avocat) nommé ci-dessous. Si vous êtes une personne handicapée qui a besoin de mesures d'adaptation pour participer à cette procédure, vous avez droit, sans frais pour vous, à une certaine assistance. Veuillez contacter [identify applicable court personnel by name, address, and telephone number] au moins 7 jours avant votre comparution prévue au tribunal, ou immédiatement après avoir reçu cette notification si le délai avant la comparution prévue est inférieur à 7 jours; si vous êtes malentendant ou avez un trouble de la parole, appelez le 711.

*If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Alean Simpkins, the Eleventh Judicial Circuit Court's ADA Coordinator, Lawson E. Thomas Courthouse Center, 175 NW 1st Ave., Suite 2400, Miami, FL 33128, Telephone (305) 349-7175; TDD (305) 349-7174, Fax (305) 349-7355, Email: ADA@jud11.flcourts.org at least seven (7) days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than seven (7) days; if you are hearing or voice impaired, call 711

ENPÒTAN

Pwosedè legal yo te pran kont ou. Ou gen 20 jou konsekitif ki soti nan dat konklizyon sa a pou ou ranpli yon repons alekri pou plent sa a nan tribinal sa a. Yon apel telefòn ki senp se pa ase pou pwoteje ou. Ou oblije ranpli repons alekri ou a, ak nimewo a dosye pi wo a ak non pati yo ki te nonmen isit la, si ou vle tribinal la tandè ka w la. Si ou pa ranpli repons alekri ou nan rele egzijè a, ou riske pedi koz la ak sa ou, lajan ou, ak pwopriyete ou yo ka mete men sou pita, san okenn lot avi nan tribinal la. Gen lot obligasyon legal epi ou ka mande sevis imedya yon avoka. Si ou pa konnen yon avoka, ou ka rele yon sèvis referans avoka oswa yon biwo ed legal (ki nan lis nan anye telefòn). Si ou chwazi pou ou soumèt yon repons alekri tet ou, ou pral bezwen tou voye oswa voye yon kopi repons ekri ou nan fòm sa a an menm tan an tankou fòm sa a “Avoka Pleyan/ Pwokire a” (Pleyan oswa avoka li) non anba a.

Si ou se yon moun ki enfim ki bezwen akomodasyon pou w kab patisipe nan pwosedè sa a, ou gen dwa, san ou pa bezwen peye okenn lajan, pou w jwenn yon sèten èd. Tanpri kontakte [identify applicable court personnel by name], Kòdonatris pwogram Lwa Ameriken pou Moun ki Enfim yo nan [identify court personnel's address and telephone number], fè sa omwen 7 jou anvan dat ou gen randevou pou parèt nan Tribinal la, oswa fè sa imedyatman apre ou fin resevwa konvokasyon an si dat ou gen pou w parèt nan tribinal la mwens pase 7 jou; si ou gen pwoblèm pou w tandè byen oswa pou w pale klè, rele 711.

IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO. 2023-027447-CA-01

RICHARD SIMRING, *et al.*,

Plaintiff,

v.

CREDIT ONE BANK, N.A., *et al.*,

Defendants.

_____ /

SUMMONS

THE STATE OF FLORIDA:

To Each Sheriff of Said State:

YOU ARE HEREBY COMMANDED to serve this summons and a copy of the complaint or petition in this action on defendant:

Kristina Bianca Moehle
887 Donald Ross Road
Law Offices of Andreu, Palma, Lavin & Solis, PLLC
June Beach, FL 33408-1611

Defendant is required to serve written defenses to the complaint or petition on Plaintiff's attorney, to wit: Matthew R. Simring, Esq., The Simring Law Group, P.A., 2750 Taylor Avenue, Suite A-10, Orlando, Florida 32806, matteh@simringlaw.com, within 20 days after service of this summons on that defendant, exclusive of the day of service, and to file the original of the defenses with the Clerk of this Court either before service on Plaintiff's attorney or immediately thereafter. If a defendant fails to do so, a default will be entered against that defendant for the relief demanded in the complaint or petition.

WITNESS my hand and seal of said Court on _____, 2023.

JUAN FERNANDEZ-BARQUIN
as Clerk of said Court

By: _____
As Deputy Clerk

IMPORTANT

A lawsuit has been filed against you. You have 20 calendar days after this summons is served on you to file a written response to the attached complaint with the clerk of this court. A phone call will not protect you. Your written response, including the case number given above and the names of the parties, must be filed if you want the court to hear your side of the case. If you do not file your response on time, you may lose the case, and your wages, money, and property may thereafter be taken without further warning from the court. There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may call an attorney referral service or a legal aid office (listed in the phone book).

If you choose to file a written response yourself, at the same time you file your written response to the court you must also mail or take a copy of your written response to the "Plaintiff/Plaintiff's Attorney" named below. If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the number below at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.

*If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Alean Simpkins, the Eleventh Judicial Circuit Court's ADA Coordinator, Lawson E. Thomas Courthouse Center, 175 NW 1st Ave., Suite 2400, Miami, FL 33128, Telephone (305) 349-7175; TDD (305) 349-7174, Fax (305) 349-7355, Email: ADA@jud11.flcourts.org at least seven (7) days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than seven (7) days; if you are hearing or voice impaired, call 711

IMPORTANTE

Usted ha sido demandado legalmente. Tiene 20 días, contados a partir del recibo de esta notificación, para contestar la demanda adjunta, por escrito, y presentarla ante este tribunal. Una llamada telefónica no lo protegerá. Si usted desea que el tribunal considere su defensa, debe presentar su respuesta por escrito, incluyendo el número del caso y los nombres de las partes interesadas. Si usted no contesta la demanda a tiempo, pudiese perder el caso y podría ser despojado de sus ingresos y propiedades, o privado de sus derechos, sin previo aviso del tribunal. Existen otros requisitos legales. Si lo desea, puede usted consultar a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a una de las oficinas de asistencia legal que aparecen en la guía telefónica. Si desea responder a la demanda por su cuenta, al mismo tiempo en que presenta su respuesta ante el tribunal, deberá usted enviar por correo o entregar una copia de su respuesta a la persona denominada abajo como "Plaintiff/Plaintiff's Attorney" (Demandante o Abogado del Demandante).

Si usted es una persona minusválida que necesita algún acomodamiento para poder participar en este procedimiento, usted tiene derecho, sin tener gastos propios, a que se le provea cierta

ayuda. Tenga la amabilidad de ponerse en contacto con [identify applicable court personnel by name, address, and telephone number], por lo menos 7 días antes de la cita fijada para su comparecencia en los tribunales, o inmediatamente después de recibir esta notificación si el tiempo antes de la comparecencia que se ha programado es menos de 7 días; si usted tiene discapacidad del oído o de la voz, llame al 711.

IMPORTANT

Des poursuites judiciaires ont été entreprises contre vous. Vous avez 20 jours consécutifs à partir de la date de l'assignation de cette citation pour déposer une réponse écrite à la plainte ci-jointe auprès de ce tribunal. Un simple coup de téléphone est insuffisant pour vous protéger. Vous êtes obligés de déposer votre réponse écrite, avec mention du numéro de dossier ci-dessus et du nom des parties nommées ici, si vous souhaitez que le tribunal entende votre cause. Si vous ne déposez pas votre réponse écrite dans le délai requis, vous risquez de perdre la cause ainsi que votre salaire, votre argent, et vos biens peuvent être saisis par la suite, sans aucun préavis ultérieur du tribunal. Il y a d'autres obligations juridiques et vous pouvez requérir les services immédiats d'un avocat. Si vous ne connaissez pas d'avocat, vous pourriez téléphoner à un service de référence d'avocats ou à un bureau d'assistance juridique (figurant à l'annuaire de téléphones).

Si vous choisissez de déposer vous-même une réponse écrite, il vous faudra également, en même temps que cette formalité, faire parvenir ou expédier une copie de votre réponse écrite au "Plaintiff/Plaintiff's Attorney" (Plaignant ou à son avocat) nommé ci-dessous. Si vous êtes une personne handicapée qui a besoin de mesures d'adaptation pour participer à cette procédure, vous avez droit, sans frais pour vous, à une certaine assistance. Veuillez contacter [identify applicable court personnel by name, address, and telephone number] au moins 7 jours avant votre comparution prévue au tribunal, ou immédiatement après avoir reçu cette notification si le délai avant la comparution prévue est inférieur à 7 jours; si vous êtes malentendant ou avez un trouble de la parole, appelez le 711.

*If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Alean Simpkins, the Eleventh Judicial Circuit Court's ADA Coordinator, Lawson E. Thomas Courthouse Center, 175 NW 1st Ave., Suite 2400, Miami, FL 33128, Telephone (305) 349-7175; TDD (305) 349-7174, Fax (305) 349-7355, Email: ADA@jud11.flcourts.org at least seven (7) days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than seven (7) days; if you are hearing or voice impaired, call 711

ENPÒTAN

Pwosedì legal yo te pran kont ou. Ou gen 20 jou konsekitif ki soti nan dat konklizyon sa a pou ou ranpli yon repons alekri pou plent sa a nan tribinal sa a. Yon apel telefon ki senp se pa ase pou pwoteje ou. Ou oblije ranpli repons alekri ou a, ak nimewo a dosye pi wo a ak non pati yo ki te nonmen isit la, si ou vle tribinal la tandè ka w la. Si ou pa ranpli repons alekri ou nan rele egzijè a, ou riske pedi koz la ak sale ou, lajan ou, ak pwopriyete ou yo ka mete men sou pita, san okenn lot avi nan tribinal la. Gen lot obligasyon legal epi ou ka mande sevis imedya yon avoka. Si ou pa konnen yon avoka, ou ka rele yon sèvis referans avoka oswa yon biwo ed legal (ki nan lis nan anye telefon). Si ou chwazi pou ou soumèt yon repons alekri tet ou, ou pral bezwen tou voye oswa voye yon kopi repons ekri ou nan fòm sa a an menm tan an tankou fomalite sa a “Avoka Pleyan/ Pwokire a” (Pleyan oswa avoka li) non anba a.

Si ou se yon moun ki enfim ki bezwen akomodasyon pou w kab patisipe nan pwosedì sa a, ou gen dwa, san ou pa bezwen peye okenn lajan, pou w jwenn yon sèten èd. Tanpri kontakte [identify applicable court personnel by name], Kòdonatris pwogram Lwa Ameriken pou Moun ki Enfim yo nan [identify court personnel's address and telephone number], fè sa omwen 7 jou anvan dat ou gen randevou pou parèt nan Tribinal la, oswa fè sa imedyatman apre ou fin resevwa konvokasyon an si dat ou gen pou w parèt nan tribinal la mwens pase 7 jou; si ou gen pwoblèm pou w tandè byen oswa pou w pale klè, rele 711.

IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO. 2023-027447-CA-01

RICHARD SIMRING, *et al.*,

Plaintiff,

v.

CREDIT ONE BANK, N.A., *et al.*,

Defendants.

_____ /

SUMMONS

THE STATE OF FLORIDA:

To Each Sheriff of Said State:

YOU ARE HEREBY COMMANDED to serve this summons and a copy of the complaint or petition in this action on defendant:

Sherman Financial Group LLC
By serving its Registered Agent
Corporation Service Company
251 Little Falls Drive
Wilmington, DE 19808

Defendant is required to serve written defenses to the complaint or petition on Plaintiff's attorney, to wit: Matthew R. Simring, Esq., The Simring Law Group, P.A., 2750 Taylor Avenue, Suite A-10, Orlando, Florida 32806, matthew@simringlaw.com, within 20 days after service of this summons on that defendant, exclusive of the day of service, and to file the original of the defenses with the Clerk of this Court either before service on Plaintiff's attorney or immediately thereafter. If a defendant fails to do so, a default will be entered against that defendant for the relief demanded in the complaint or petition.

12/5/2023

WITNESS my hand and seal of said Court on _____, 2023.

JUAN FERNANDEZ-BARQUIN
as Clerk of said Court

By: _____

As Deputy Clerk



IMPORTANTE

Usted ha sido demandado legalmente. Tiene veinte (20) dias, contados a partir del recibo de esta notificacion, para contestar la demanda adjunta, por escrito, y presentarla ante este tribunal. Una llamada telefonica no lo protegera; si usted desea que el tribunal considere su defensa, debe presentar su respuesta por escrito, incluyendo el numero del caso y los nombres de las partes interesadas en dicho caso. Si usted no contesta la demanda a tiempo, pudiese perder el caso y podria ser despojado de sus ingresos y propiedades, o privado de sus derechos, sin previo aviso del tribunal. Existen otros requisitos legales. Si lo desea, puede usted consultar a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a una de las oficinas de asistencia legal que aparecen en la guia telefonica.

Si desea responder a la demanda por su cuenta, al mismo tiempo en que presenta su respuesta ante el tribunal, debera usted enviar por correo o entregar una copia de su respuesta a la persona denominada abajo como "Attorneys for Petitioner." (Demandante o Abogado de Demandante).

IMPORTANT

Des poursuites judiciaires ont ete entreprises contre vous. Vous avez 20 jours consecutifs a partir de la date de l'assignation de cette citation pour deposer une reponse ecrite a la plainte ci-jointe aupres de ce Tribunal. Un simple coup de telephone est insuffisant pour vous proteger; vous etes oblige de deposer votre reponse ecrite, avec mention du numero de dossier ci-dessus et du nom des partis nommes ici, si vous souhaitez que le Tribunal entende votre cause. Si vous ne deposez pas votre reponse ecrite dans le delai requis, vous risquez de perdre la cause ainsi que votre salaire, votre argent, et vos biens peuvent etre saisis par la suite, sans aucun preavis ulterieur du Tribunal. Il y a d'autres obligations juridiques et vous pouvez requerir les services immediats d'un avocat. Si vous ne connaissez pas d'avocat, vous pourriez telephoner a un service de reference d'avocats ou a un bureau d'assistance juridique (figurant a l'annuaire de telephones).

Si vous choisissez de deposer vous-meme une reponse ecrite, il vous faudra egalement, en meme temps que cette formalite, faire parvenir ou expedier une copie au carbone ou une photocopie de votre reponse ecrite a "Attorneys for Petitioner" (Plaignant ou a son avocat nomme ci-dessous).

*If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Aliean Simpkins, the Eleventh Judicial Circuit Court's ADA Coordinator, Lawson E. Thomas Courthouse Center, 175 NW 1st Ave., Suite 2400, Miami, FL 33128, Telephone (305) 349-7175; TDD (305) 349-7174, Fax (305) 349-7355, Email: ADA@jud11.flcourts.org at least seven (7) days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than seven (7) days; if you are hearing or voice impaired, call 711

IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO. 2023-027447-CA-01

RICHARD SIMRING, *et al.*,

Plaintiff,

v.

CREDIT ONE BANK, N.A., *et al.*,

Defendants.

_____ /

SUMMONS

THE STATE OF FLORIDA:

To Each Sheriff of Said State:

YOU ARE HEREBY COMMANDED to serve this summons and a copy of the complaint or petition in this action on defendant:

Credit One Bank, N.A.
6801 South Cimarron Road
Las Vegas, Nevada 89113

Defendant is required to serve written defenses to the complaint or petition on Plaintiff's attorney, to wit: Matthew R. Simring, Esq., The Simring Law Group, P.A., 2750 Taylor Avenue, Suite A-10, Orlando, Florida 32806, matteh@simringlaw.com, within 20 days after service of this summons on that defendant, exclusive of the day of service, and to file the original of the defenses with the Clerk of this Court either before service on Plaintiff's attorney or immediately thereafter. If a defendant fails to do so, a default will be entered against that defendant for the relief demanded in the complaint or petition.

12/5/2023

WITNESS my hand and seal of said Court on _____, 2023.

JUAN FERNANDEZ-BARQUIN
as Clerk of said Court

By: _____

As Deputy Clerk



IMPORTANTE

Usted ha sido demandado legalmente. Tiene veinte (20) dias, contados a partir del recibo de esta notificacion, para contestar la demanda adjunta, por escrito, y presentarla ante este tribunal. Una llamada telefonica no lo protegera; si usted desea que el tribunal considere su defensa, debe presentar su respuesta por escrito, incluyendo el numero del caso y los nombres de las partes interesadas en dicho caso. Si usted no contesta la demanda a tiempo, pudiese perder el caso y podria ser despojado de sus ingresos y propiedades, o privado de sus derechos, sin previo aviso del tribunal. Existen otros requisitos legales. Si lo desea, puede usted consultar a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a una de las oficinas de asistencia legal que aparecen en la guia telefonica.

Si desea responder a la demanda por su cuenta, al mismo tiempo en que presenta su respuesta ante el tribunal, debera usted enviar por correo o entregar una copia de su respuesta a la persona denominada abajo como "Attorneys for Petitioner." (Demandante o Abogado de Demandante).

IMPORTANT

Des poursuites judiciaires ont ete entreprises contre vous. Vous avez 20 jours consecutifs a partir de la date de l'assignation de cette citation pour deposer une reponse ecrite a la plainte ci-jointe aupres de ce Tribunal. Un simple coup de telephone est insuffisant pour vous proteger; vous etes oblige de deposer votre reponse ecrite, avec mention du numero de dossier ci-dessus et du nom des partis nommes ici, si vous souhaitez que le Tribunal entende votre cause. Si vous ne deposez pas votre reponse ecrite dans le delai requis, vous risquez de perdre la cause ainsi que votre salaire, votre argent, et vos biens peuvent etre saisis par la suite, sans aucun preavis ulterieur du Tribunal. Il y a d'autres obligations juridiques et vous pouvez requerir les services immediats d'un avocat. Si vous ne connaissez pas d'avocat, vous pourriez telephoner a un service de reference d'avocats ou a un bureau d'assistance juridique (figurant a l'annuaire de telephones).

Si vous choisissez de deposer vous-meme une reponse ecrite, il vous faudra egalement, en meme temps que cette formalite, faire parvenir ou expedier une copie au carbone ou une photocopie de votre reponse ecrite a "Attorneys for Petitioner" (Plaignant ou a son avocat nomme ci-dessous).

*If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Aliean Simpkins, the Eleventh Judicial Circuit Court's ADA Coordinator, Lawson E. Thomas Courthouse Center, 175 NW 1st Ave., Suite 2400, Miami, FL 33128, Telephone (305) 349-7175; TDD (305) 349-7174, Fax (305) 349-7355, Email: ADA@jud11.flcourts.org at least seven (7) days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than seven (7) days; if you are hearing or voice impaired, call 711

IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO. 2023-027447-CA-01

RICHARD SIMRING, *et al.*,

Plaintiff,

v.

CREDIT ONE BANK, N.A., *et al.*,

Defendants.

_____ /

SUMMONS

THE STATE OF FLORIDA:

To Each Sheriff of Said State:

YOU ARE HEREBY COMMANDED to serve this summons and a copy of the complaint or petition in this action on defendant:

LVNV Funding LLC
By serving its Registered Agent
Corporation Service Company
1201 Hays Street
Tallahassee Florida 32301

Defendant is required to serve written defenses to the complaint or petition on Plaintiff's attorney, to wit: Matthew R. Simring, Esq., The Simring Law Group, P.A., 2750 Taylor Avenue, Suite A-10, Orlando, Florida 32806, matthew@simringlaw.com, within 20 days after service of this summons on that defendant, exclusive of the day of service, and to file the original of the defenses with the Clerk of this Court either before service on Plaintiff's attorney or immediately thereafter. If a defendant fails to do so, a default will be entered against that defendant for the relief demanded in the complaint or petition.

12/5/2023

WITNESS my hand and seal of said Court on _____, 2023.

JUAN FERNANDEZ-BARQUIN
as Clerk of said Court

By: _____
As Deputy Clerk



IMPORTANTE

Usted ha sido demandado legalmente. Tiene veinte (20) dias, contados a partir del recibo de esta notificacion, para contestar la demanda adjunta, por escrito, y presentarla ante este tribunal. Una llamada telefonica no lo protegera; si usted desea que el tribunal considere su defensa, debe presentar su respuesta por escrito, incluyendo el numero del caso y los nombres de las partes interesadas en dicho caso. Si usted no contesta la demanda a tiempo, pudiese perder el caso y podria ser despojado de sus ingresos y propiedades, o privado de sus derechos, sin previo aviso del tribunal. Existen otros requisitos legales. Si lo desea, puede usted consultar a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a una de las oficinas de asistencia legal que aparecen en la guia telefonica.

Si desea responder a la demanda por su cuenta, al mismo tiempo en que presenta su respuesta ante el tribunal, debera usted enviar por correo o entregar una copia de su respuesta a la persona denominada abajo como "Attorneys for Petitioner." (Demandante o Abogado de Demandante).

IMPORTANT

Des poursuites judiciaires ont ete entreprises contre vous. Vous avez 20 jours consecutifs a partir de la date de l'assignation de cette citation pour deposer une reponse ecrite a la plainte ci-jointe aupres de ce Tribunal. Un simple coup de telephone est insuffisant pour vous proteger; vous etes oblige de deposer votre reponse ecrite, avec mention du numero de dossier ci-dessus et du nom des partis nommes ici, si vous souhaitez que le Tribunal entende votre cause. Si vous ne deposez pas votre reponse ecrite dans le delai requis, vous risquez de perdre la cause ainsi que votre salaire, votre argent, et vos biens peuvent etre saisis par la suite, sans aucun preavis ulterieur du Tribunal. Il y a d'autres obligations juridiques et vous pouvez requerir les services immediats d'un avocat. Si vous ne connaissez pas d'avocat, vous pourriez telephoner a un service de reference d'avocats ou a un bureau d'assistance juridique (figurant a l'annuaire de telephones).

Si vous choisissez de deposer vous-meme une reponse ecrite, il vous faudra egalement, en meme temps que cette formalite, faire parvenir ou expedier une copie au carbone ou une photocopie de votre reponse ecrite a "Attorneys for Petitioner" (Plaignant ou a son avocat nomme ci-dessous).

*If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Aliean Simpkins, the Eleventh Judicial Circuit Court's ADA Coordinator, Lawson E. Thomas Courthouse Center, 175 NW 1st Ave., Suite 2400, Miami, FL 33128, Telephone (305) 349-7175; TDD (305) 349-7174, Fax (305) 349-7355, Email: ADA@jud11.flcourts.org at least seven (7) days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than seven (7) days; if you are hearing or voice impaired, call 711

IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO. 2023-027447-CA-01

RICHARD SIMRING, *et al.*,

Plaintiff,

v.

CREDIT ONE BANK, N.A., *et al.*,

Defendants.

_____ /

SUMMONS

THE STATE OF FLORIDA:

To Each Sheriff of Said State:

YOU ARE HEREBY COMMANDED to serve this summons and a copy of the complaint or petition in this action on defendant:

Andreu, Palma, Lavin & Solis, PLLC
By serving its Registered Agent
Juan G. Andreu
815 NW 57 Avenue
Suite 401
Miami, FL 33126

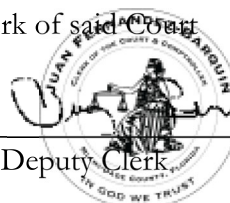
Defendant is required to serve written defenses to the complaint or petition on Plaintiff's attorney, to wit: Matthew R. Simring, Esq., The Simring Law Group, P.A., 2750 Taylor Avenue, Suite A-10, Orlando, Florida 32806, matthew@simringlaw.com, within 20 days after service of this summons on that defendant, exclusive of the day of service, and to file the original of the defenses with the Clerk of this Court either before service on Plaintiff's attorney or immediately thereafter. If a defendant fails to do so, a default will be entered against that defendant for the relief demanded in the complaint or petition.

12/5/2023

WITNESS my hand and seal of said Court on _____, 2023.

JUAN FERNANDEZ-BARQUIN
as Clerk of said Court

By: _____ 38084
As Deputy Clerk



IMPORTANTE

Usted ha sido demandado legalmente. Tiene veinte (20) dias, contados a partir del recibo de esta notificacion, para contestar la demanda adjunta, por escrito, y presentarla ante este tribunal. Una llamada telefonica no lo protegera; si usted desea que el tribunal considere su defensa, debe presentar su respuesta por escrito, incluyendo el numero del caso y los nombres de las partes interesadas en dicho caso. Si usted no contesta la demanda a tiempo, pudiese perder el caso y podria ser despojado de sus ingresos y propiedades, o privado de sus derechos, sin previo aviso del tribunal. Existen otros requisitos legales. Si lo desea, puede usted consultar a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a una de las oficinas de asistencia legal que aparecen en la guia telefonica.

Si desea responder a la demanda por su cuenta, al mismo tiempo en que presenta su respuesta ante el tribunal, debera usted enviar por correo o entregar una copia de su respuesta a la persona denominada abajo como "Attorneys for Petitioner." (Demandante o Abogado de Demandante).

IMPORTANT

Des poursuites judiciaires ont ete entreprises contre vous. Vous avez 20 jours consecutifs a partir de la date de l'assignation de cette citation pour déposer une reponse ecrite a la plainte ci-jointe aupres de ce Tribunal. Un simple coup de telephone est insuffisant pour vous proteger; vous etes oblige de déposer votre reponse ecrite, avec mention du numero de dossier ci-dessus et du nom des partis nommes ici, si vous souhaitez que le Tribunal entende votre cause. Si vous ne deposez pas votre reponse ecrite dans le delai requis, vous risquez de perdre la cause ainsi que votre salaire, votre argent, et vos biens peuvent etre saisis par la suite, sans aucun preavis ulterieur du Tribunal. Il y a d'autres obligations juridiques et vous pouvez requerir les services immediats d'un avocat. Si vous ne connaissez pas d'avocat, vous pourriez telephoner a un service de reference d'avocats ou a un bureau d'assistance juridique (figurant a l'annuaire de telephones).

Si vous choisissez de déposer vous-meme une reponse ecrite, il vous faudra egalement, en meme temps que cette formalite, faire parvenir ou expedier une copie au carbone ou une photocopie de votre reponse ecrite a "Attorneys for Petitioner" (Plaignant ou a son avocat nomme ci-dessous).

*If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Aliean Simpkins, the Eleventh Judicial Circuit Court's ADA Coordinator, Lawson E. Thomas Courthouse Center, 175 NW 1st Ave., Suite 2400, Miami, FL 33128, Telephone (305) 349-7175; TDD (305) 349-7174, Fax (305) 349-7355, Email: ADA@jud11.flcourts.org at least seven (7) days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than seven (7) days; if you are hearing or voice impaired, call 711

IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO. 2023-027447-CA-01

RICHARD SIMRING, *et al.*,

Plaintiff,

v.

CREDIT ONE BANK, N.A., *et al.*,

Defendants.

_____ /

SUMMONS

THE STATE OF FLORIDA:

To Each Sheriff of Said State:

YOU ARE HEREBY COMMANDED to serve this summons and a copy of the complaint or petition in this action on defendant:

Benjamin W. Navarro
335 Madison Ave
New York City
New York, 10017

Defendant is required to serve written defenses to the complaint or petition on Plaintiff's attorney, to wit: Matthew R. Simring, Esq., The Simring Law Group, P.A., 2750 Taylor Avenue, Suite A-10, Orlando, Florida 32806, matthew@simringlaw.com, within 20 days after service of this summons on that defendant, exclusive of the day of service, and to file the original of the defenses with the Clerk of this Court either before service on Plaintiff's attorney or immediately thereafter. If a defendant fails to do so, a default will be entered against that defendant for the relief demanded in the complaint or petition.

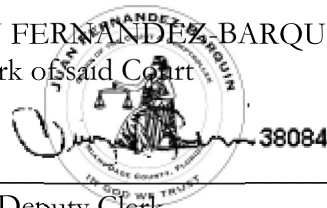
12/5/2023

WITNESS my hand and seal of said Court on _____, 2023.

JUAN FERNANDEZ-BARQUIN
as Clerk of said Court

By: _____

As Deputy Clerk



IMPORTANT

A lawsuit has been filed against you. You have 20 calendar days after this summons is served on you to file a written response to the attached complaint with the clerk of this court. A phone call will not protect you. Your written response, including the case number given above and the names of the parties, must be filed if you want the court to hear your side of the case. If you do not file your response on time, you may lose the case, and your wages, money, and property may thereafter be taken without further warning from the court. There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may call an attorney referral service or a legal aid office (listed in the phone book).

If you choose to file a written response yourself, at the same time you file your written response to the court you must also mail or take a copy of your written response to the "Plaintiff/Plaintiff's Attorney" named below. If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the number below at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.

*If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Alean Simpkins, the Eleventh Judicial Circuit Court's ADA Coordinator, Lawson E. Thomas Courthouse Center, 175 NW 1st Ave., Suite 2400, Miami, FL 33128, Telephone (305) 349-7175; TDD (305) 349-7174, Fax (305) 349-7355, Email: ADA@jud11.flcourts.org at least seven (7) days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than seven (7) days; if you are hearing or voice impaired, call 711

IMPORTANTE

Usted ha sido demandado legalmente. Tiene 20 días, contados a partir del recibo de esta notificación, para contestar la demanda adjunta, por escrito, y presentarla ante este tribunal. Una llamada telefónica no lo protegerá. Si usted desea que el tribunal considere su defensa, debe presentar su respuesta por escrito, incluyendo el número del caso y los nombres de las partes interesadas. Si usted no contesta la demanda a tiempo, pudiese perder el caso y podría ser despojado de sus ingresos y propiedades, o privado de sus derechos, sin previo aviso del tribunal. Existen otros requisitos legales. Si lo desea, puede usted consultar a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a una de las oficinas de asistencia legal que aparecen en la guía telefónica. Si desea responder a la demanda por su cuenta, al mismo tiempo en que presenta su respuesta ante el tribunal, deberá usted enviar por correo o entregar una copia de su respuesta a la persona denominada abajo como "Plaintiff/Plaintiff's Attorney" (Demandante o Abogado del Demandante).

Si usted es una persona minusválida que necesita algún acomodamiento para poder participar en este procedimiento, usted tiene derecho, sin tener gastos propios, a que se le provea cierta

ayuda. Tenga la amabilidad de ponerse en contacto con [identify applicable court personnel by name, address, and telephone number], por lo menos 7 días antes de la cita fijada para su comparecencia en los tribunales, o inmediatamente después de recibir esta notificación si el tiempo antes de la comparecencia que se ha programado es menos de 7 días; si usted tiene discapacidad del oído o de la voz, llame al 711.

IMPORTANT

Des poursuites judiciaires ont été entreprises contre vous. Vous avez 20 jours consécutifs à partir de la date de l'assignation de cette citation pour déposer une réponse écrite à la plainte ci-jointe auprès de ce tribunal. Un simple coup de téléphone est insuffisant pour vous protéger. Vous êtes obligés de déposer votre réponse écrite, avec mention du numéro de dossier ci-dessus et du nom des parties nommées ici, si vous souhaitez que le tribunal entende votre cause. Si vous ne déposez pas votre réponse écrite dans le délai requis, vous risquez de perdre la cause ainsi que votre salaire, votre argent, et vos biens peuvent être saisis par la suite, sans aucun préavis ultérieur du tribunal. Il y a d'autres obligations juridiques et vous pouvez requérir les services immédiats d'un avocat. Si vous ne connaissez pas d'avocat, vous pourriez téléphoner à un service de référence d'avocats ou à un bureau d'assistance juridique (figurant à l'annuaire de téléphones).

Si vous choisissez de déposer vous-même une réponse écrite, il vous faudra également, en même temps que cette formalité, faire parvenir ou expédier une copie de votre réponse écrite au "Plaintiff/Plaintiff's Attorney" (Plaignant ou à son avocat) nommé ci-dessous. Si vous êtes une personne handicapée qui a besoin de mesures d'adaptation pour participer à cette procédure, vous avez droit, sans frais pour vous, à une certaine assistance. Veuillez contacter [identify applicable court personnel by name, address, and telephone number] au moins 7 jours avant votre comparution prévue au tribunal, ou immédiatement après avoir reçu cette notification si le délai avant la comparution prévue est inférieur à 7 jours; si vous êtes malentendant ou avez un trouble de la parole, appelez le 711.

*If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Alean Simpkins, the Eleventh Judicial Circuit Court's ADA Coordinator, Lawson E. Thomas Courthouse Center, 175 NW 1st Ave., Suite 2400, Miami, FL 33128, Telephone (305) 349-7175; TDD (305) 349-7174, Fax (305) 349-7355, Email: ADA@jud11.flcourts.org at least seven (7) days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than seven (7) days; if you are hearing or voice impaired, call 711

ENPÒTAN

Pwosedè legal yo te pran kont ou. Ou gen 20 jou konsekitif ki soti nan dat konklizyon sa a pou ou ranpli yon repons alekri pou plent sa a nan tribinal sa a. Yon apel telefon ki senp se pa ase pou pwoteje ou. Ou oblije ranpli repons alekri ou a, ak nimewo a dosye pi wo a ak non pati yo ki te nonmen isit la, si ou vle tribinal la tandè ka w la. Si ou pa ranpli repons alekri ou nan rele egzijè a, ou riske pedi koz la ak sale ou, lajan ou, ak pwopriyete ou yo ka mete men sou pita, san okenn lot avi nan tribinal la. Gen lot obligasyon legal epi ou ka mande sevis imedya yon avoka. Si ou pa konnen yon avoka, ou ka rele yon sèvis referans avoka oswa yon biwo ed legal (ki nan lis nan anye telefon). Si ou chwazi pou ou soumèt yon repons alekri tet ou, ou pral bezwen tou voye oswa voye yon kopi repons ekri ou nan fòm sa a an menm tan an tankou fomalite sa a “Avoka Pleyan/ Pwokire a” (Pleyan oswa avoka li) non anba a.

Si ou se yon moun ki enfim ki bezwen akomodasyon pou w kab patisipe nan pwosedè sa a, ou gen dwa, san ou pa bezwen peye okenn lajan, pou w jwenn yon sèten èd. Tanpri kontakte [identify applicable court personnel by name], Kòdonatris pwogram Lwa Ameriken pou Moun ki Enfim yo nan [identify court personnel's address and telephone number], fè sa omwen 7 jou anvan dat ou gen randevou pou parèt nan Tribinal la, oswa fè sa imedyatman apre ou fin resevwa konvokasyon an si dat ou gen pou w parèt nan tribinal la mwens pase 7 jou; si ou gen pwoblèm pou w tandè byen oswa pou w pale klè, rele 711.

IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO. 2023-027447-CA-01

RICHARD SIMRING, *et al.*,

Plaintiff,

v.

CREDIT ONE BANK, N.A., *et al.*,

Defendants.

_____ /

SUMMONS

THE STATE OF FLORIDA:

To Each Sheriff of Said State:

YOU ARE HEREBY COMMANDED to serve this summons and a copy of the complaint or petition in this action on defendant:

Kristina Bianca Moehle
887 Donald Ross Road
Law Offices of Andreu, Palma, Lavin & Solis, PLLC
June Beach, FL 33408-1611

Defendant is required to serve written defenses to the complaint or petition on Plaintiff's attorney, to wit: Matthew R. Simring, Esq., The Simring Law Group, P.A., 2750 Taylor Avenue, Suite A-10, Orlando, Florida 32806, matteh@simringlaw.com, within 20 days after service of this summons on that defendant, exclusive of the day of service, and to file the original of the defenses with the Clerk of this Court either before service on Plaintiff's attorney or immediately thereafter. If a defendant fails to do so, a default will be entered against that defendant for the relief demanded in the complaint or petition.

12/5/2023

WITNESS my hand and seal of said Court on _____, 2023.

JUAN FERNANDEZ-BARQUIN
as Clerk of said Court

By: _____ 38084
As Deputy Clerk



IMPORTANT

A lawsuit has been filed against you. You have 20 calendar days after this summons is served on you to file a written response to the attached complaint with the clerk of this court. A phone call will not protect you. Your written response, including the case number given above and the names of the parties, must be filed if you want the court to hear your side of the case. If you do not file your response on time, you may lose the case, and your wages, money, and property may thereafter be taken without further warning from the court. There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may call an attorney referral service or a legal aid office (listed in the phone book).

If you choose to file a written response yourself, at the same time you file your written response to the court you must also mail or take a copy of your written response to the "Plaintiff/Plaintiff's Attorney" named below. If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the number below at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.

*If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Alean Simpkins, the Eleventh Judicial Circuit Court's ADA Coordinator, Lawson E. Thomas Courthouse Center, 175 NW 1st Ave., Suite 2400, Miami, FL 33128, Telephone (305) 349-7175; TDD (305) 349-7174, Fax (305) 349-7355, Email: ADA@jud11.flcourts.org at least seven (7) days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than seven (7) days; if you are hearing or voice impaired, call 711

IMPORTANTE

Usted ha sido demandado legalmente. Tiene 20 días, contados a partir del recibo de esta notificación, para contestar la demanda adjunta, por escrito, y presentarla ante este tribunal. Una llamada telefónica no lo protegerá. Si usted desea que el tribunal considere su defensa, debe presentar su respuesta por escrito, incluyendo el número del caso y los nombres de las partes interesadas. Si usted no contesta la demanda a tiempo, pudiese perder el caso y podría ser despojado de sus ingresos y propiedades, o privado de sus derechos, sin previo aviso del tribunal. Existen otros requisitos legales. Si lo desea, puede usted consultar a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a una de las oficinas de asistencia legal que aparecen en la guía telefónica. Si desea responder a la demanda por su cuenta, al mismo tiempo en que presenta su respuesta ante el tribunal, deberá usted enviar por correo o entregar una copia de su respuesta a la persona denominada abajo como "Plaintiff/Plaintiff's Attorney" (Demandante o Abogado del Demandante).

Si usted es una persona minusválida que necesita algún acomodamiento para poder participar en este procedimiento, usted tiene derecho, sin tener gastos propios, a que se le provea cierta

ayuda. Tenga la amabilidad de ponerse en contacto con [identify applicable court personnel by name, address, and telephone number], por lo menos 7 días antes de la cita fijada para su comparecencia en los tribunales, o inmediatamente después de recibir esta notificación si el tiempo antes de la comparecencia que se ha programado es menos de 7 días; si usted tiene discapacidad del oído o de la voz, llame al 711.

IMPORTANT

Des poursuites judiciaires ont été entreprises contre vous. Vous avez 20 jours consécutifs à partir de la date de l'assignation de cette citation pour déposer une réponse écrite à la plainte ci-jointe auprès de ce tribunal. Un simple coup de téléphone est insuffisant pour vous protéger. Vous êtes obligés de déposer votre réponse écrite, avec mention du numéro de dossier ci-dessus et du nom des parties nommées ici, si vous souhaitez que le tribunal entende votre cause. Si vous ne déposez pas votre réponse écrite dans le délai requis, vous risquez de perdre la cause ainsi que votre salaire, votre argent, et vos biens peuvent être saisis par la suite, sans aucun préavis ultérieur du tribunal. Il y a d'autres obligations juridiques et vous pouvez requérir les services immédiats d'un avocat. Si vous ne connaissez pas d'avocat, vous pourriez téléphoner à un service de référence d'avocats ou à un bureau d'assistance juridique (figurant à l'annuaire de téléphones).

Si vous choisissez de déposer vous-même une réponse écrite, il vous faudra également, en même temps que cette formalité, faire parvenir ou expédier une copie de votre réponse écrite au "Plaintiff/Plaintiff's Attorney" (Plaignant ou à son avocat) nommé ci-dessous. Si vous êtes une personne handicapée qui a besoin de mesures d'adaptation pour participer à cette procédure, vous avez droit, sans frais pour vous, à une certaine assistance. Veuillez contacter [identify applicable court personnel by name, address, and telephone number] au moins 7 jours avant votre comparution prévue au tribunal, ou immédiatement après avoir reçu cette notification si le délai avant la comparution prévue est inférieur à 7 jours; si vous êtes malentendant ou avez un trouble de la parole, appelez le 711.

*If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Alean Simpkins, the Eleventh Judicial Circuit Court's ADA Coordinator, Lawson E. Thomas Courthouse Center, 175 NW 1st Ave., Suite 2400, Miami, FL 33128, Telephone (305) 349-7175; TDD (305) 349-7174, Fax (305) 349-7355, Email: ADA@jud11.flcourts.org at least seven (7) days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than seven (7) days; if you are hearing or voice impaired, call 711

ENPÒTAN

Pwosedi legal yo te pran kont ou. Ou gen 20 jou konsekitif ki soti nan dat konklizyon sa a pou ou ranpli yon repons alekri pou plent sa a nan tribinal sa a. Yon apel telefon ki senp se pa ase pou pwoteje ou. Ou oblije ranpli repons alekri ou a, ak nimewo a dosye pi wo a ak non pati yo ki te nonmen isit la, si ou vle tribinal la tandè ka w la. Si ou pa ranpli repons alekri ou nan rele egzijè a, ou riske pedi koz la ak sale ou, lajan ou, ak pwopriyete ou yo ka mete men sou pita, san okenn lot avi nan tribinal la. Gen lot obligasyon legal epi ou ka mande sevis imedya yon avoka. Si ou pa konnen yon avoka, ou ka rele yon sèvis referans avoka oswa yon biwo ed legal (ki nan lis nan anye telefon). Si ou chwazi pou ou soumèt yon repons alekri tet ou, ou pral bezwen tou voye oswa voye yon kopi repons ekri ou nan fòm sa a an menm tan an tankou fomalite sa a “Avoka Pleyan/ Pwokire a” (Pleyan oswa avoka li) non anba a.

Si ou se yon moun ki enfim ki bezwen akomodasyon pou w kab patisipe nan pwosedi sa a, ou gen dwa, san ou pa bezwen peye okenn lajan, pou w jwenn yon sèten èd. Tanpri kontakte [identify applicable court personnel by name], Kòdonatris pwogram Lwa Ameriken pou Moun ki Enfim yo nan [identify court personnel's address and telephone number], fè sa omwen 7 jou anvan dat ou gen randevou pou parèt nan Tribinal la, oswa fè sa imedyatman apre ou fin resevwa konvokasyon an si dat ou gen pou w parèt nan tribinal la mwens pase 7 jou; si ou gen pwoblèm pou w tandè byen oswa pou w pale klè, rele 711.

State of Florida

County of Miami-Dade

Circuit Court

Case Number: 2023-027447-CA-01

Plaintiff:

RICHARD SIMRING

vs.

Defendant:

CREDIT ONE BANK, N.A.

For:

Matthew R. Simring Esq.
The Simring Law Group, P.A.
2750 Taylor Avenue Suite A-10
Orlando, FL 32806

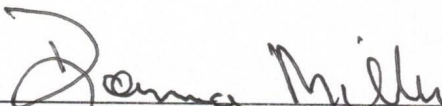
Received by Affordable Process on the 6th day of December, 2023 at 1:36 pm to be served on **Kristina Bianca Moehle, 887 Donald Ross Road/ Law Offices Of Andreu, Palma, Levin & Solis, PLLC, June Beach, FL 33408.**

I, Donna Miller, do hereby affirm that on the **8th day of December, 2023 at 2:35 pm, I:**

served an **AUTHORIZED** entity by delivering a true copy of the **Summons and Complaint** with the date and hour of service endorsed thereon by me, to: **Shaneen Valentin as Supervisor at the address of: 887 Donald Ross Road/ Law Offices Of Andreu, Palma, Levin & Solis, PLLC, June Beach, FL 33408**, who stated they are authorized to accept service for **Kristina Bianca Moehle**, and informed said person of the contents therein, in compliance with state statutes.

Description of Person Served: Age: 40, Sex: F, Race/Skin Color: White, Height: 5'7", Weight: 200, Hair: brown, Glasses: N

Under penalties of perjury, I swear or affirm, pursuant to FLA. Stat. s92.525 that I have read the foregoing and the facts stated there are true. I am over the age of 18, have no interest in the above action, and am an Approved Process Server in good standing in the county in which service was made.


Donna Miller
CPS #1532

Affordable Process
5020 Golfview Court
Unit 1426
Delray Beach, FL 33484
(561) 266-3684
Our Job Serial Number: AFR-2023001142

State of Florida

County of Miami-Dade

Circuit Court

Case Number: 2023-027447-CA-01

Plaintiff:

RICHARD SIMRING

vs.

Defendant:

CREDIT ONE BANK, N.A.

For:

Matthew R. Simring Esq.

The Simring Law Group, P.A.

2750 Taylor Avenue Suite A-10

Orlando, FL 32806

Received by Affordable Process on the 7th day of December, 2023 at 2:53 pm to be served on Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808.

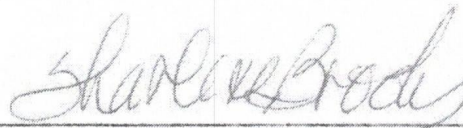
I, Sharlene Brooks, do hereby affirm that on the 11th day of December, 2023 at 2:07 pm, I:

served a **CORPORATION** by delivering a true copy of the **Summons and Complaint** with the date and hour of service endorsed thereon by me, to: **Donna Doe as Employee for Corporation Service Company**, at the address of: **251 Little Falls Drive, Wilmington, DE 19808**, and informed said person of the contents therein, in compliance with state statutes.

Additional Information pertaining to this Service:

12/11/2023 2:07 pm All documents must be left in a basket provided by the office. Left in the presence of a Corporation Service employee who would not provide a name.

Under penalties of perjury, I swear or affirm, pursuant to FLA. Stat. s92.525 that I have read the foregoing and the facts stated there are true. I am over the age of 18, have no interest in the above action, and am an Approved Process Server in good standing in the county in which service was made.



12/12/2023

Sharlene Brooks
Process Server

Affordable Process
5020 Golfview Court
Unit 1426
Delray Beach, FL 33484
(561) 266-3684
Our Job Serial Number: AFR-2023001149

State of Florida

County of Miami-Dade

Circuit Court

Case Number: 2023-027447-CA-01

Plaintiff:

RICHARD SIMRING

vs.

Defendant:

CREDIT ONE BANK, N.A.

For:

Matthew R. Simring Esq.
The Simring Law Group, P.A.
2750 Taylor Avenue Suite A-10
Orlando, FL 32806

Received by Affordable Process on the 6th day of December, 2023 at 4:30 pm to be served on
Andreu, palma, lavin, & Solis. PLLC C/O Registered Agent Juan G. Andreu, 815 Nw 57 Avenue Suite 401, Miami, FL 33126.

I, Orlanda Rosal Martinez, do hereby affirm that on the **11th day of December, 2023 at 11:00 am, I:**

served a **CORPORATION** by delivering a true copy of the **Summons and Complaint** with the date and hour of service endorsed thereon by me, to: **Sergio Medina as Supervisor for Andreu, palma, lavin, & Solis. PLLC C/O Registered Agent Juan G. Andreu**, at the address of: **815 Nw 57 Avenue Suite 401, Miami, FL 33126**, and informed said person of the contents therein, in compliance with state statutes.

Description of Person Served: Age: 40, Sex: M, Race/Skin Color: Hispanic, Height: 5'8", Weight: 160, Hair: black, Glasses: N

Under penalties of perjury, I swear or affirm, pursuant to FLA. Stat. s92.525 that I have read the foregoing and the facts stated there are true. I am over the age of 18, have no interest in the above action, and am an Approved Process Server in good standing in the county in which service was made.



Orlanda Rosal Martinez
10095

Affordable Process
5020 Golfview Court
Unit 1426
Delray Beach, FL 33484
(561) 266-3684
Our Job Serial Number: AFR-2023001146

State of Florida

County of Miami-Dade

Circuit Court

Case Number: 2023-027447-CA-01

Plaintiff:

RICHARD SIMRING

vs.

Defendant:

CREDIT ONE BANK, N.A.

For:

Matthew R. Simring Esq.

The Simring Law Group, P.A.

2750 Taylor Avenue Suite A-10

Orlando, FL 32806

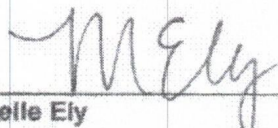
Received by Affordable Process on the 7th day of December, 2023 at 2:10 pm to be served on **Credit One Bank, N.A., 6801 South Cimarron Road, Las Vegas, NV 89113.**

I, Michelle Ely, do hereby affirm that on the **11th day of December, 2023 at 2:04 pm, I:**

served a **CORPORATION** by delivering a true copy of the **Summons and Complaint** with the date and hour of service endorsed thereon by me, to: **Isabel Rice as Aemployee Authorized To Accept Service for Credit One Bank, N.A.,** at the address of: **6801 South Cimarron Road, Las Vegas, NV 89113,** and informed said person of the contents therein, in compliance with state statutes.

Description of Person Served: Age: 55, Sex: F, Race/Skin Color: Hispanic, Height: 5'3", Weight: 180, Hair: brown, Glasses: N

Under penalties of perjury, I swear or affirm, pursuant to FLA. Stat. s92.525 that I have read the foregoing and the facts stated there are true. I am over the age of 18, have no interest in the above action, and am an Approved Process Server in good standing in the county in which service was made.


Michelle Ely
Process Server

12/12/2023

Affordable Process
5020 Golfview Court
Unit 1426
Delray Beach, FL 33484
(561) 266-3684
Our Job Serial Number: AFR-2023001148

VERIFIED RETURN OF SERVICE

State of Florida

County of Miami-Dade

Circuit Court

Case Number: 2023-027447-CA-01

Plaintiff:

RICHARD SIMRING

vs.

Defendant:

CREDIT ONE BANK, N.A.

For:

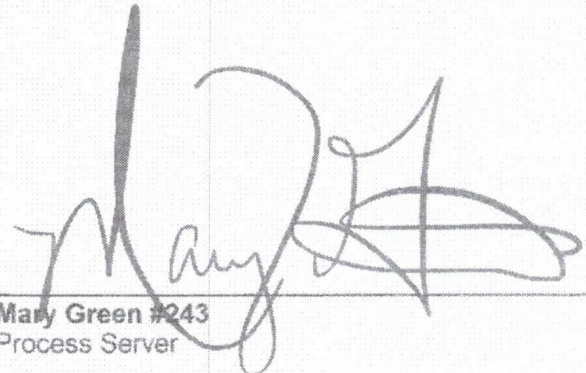
Matthew R. Simring Esq.
The Simring Law Group, P.A.
2750 Taylor Avenue Suite A-10
Orlando, FL 32806

Received by Affordable Process on the 6th day of December, 2023 at 1:46 pm to be served on **Lnv Funding C/O Corporation Service Company, 1201 Hays Street, Tallahassee, FL 32301.**

I, Mary Green #243, do hereby affirm that on the **8th day of December, 2023 at 1:45 pm, I:**

served a **CORPORATION** by delivering a true copy of the **Summons and Complaint** with the date and hour of service endorsed thereon by me, to: **Chelsea Wang** as **Customer Service Associate** for **Lnv Funding C/O Corporation Service Company**, at the address of: **1201 Hays Street, Tallahassee, FL 32301**, and informed said person of the contents therein, in compliance with state statutes.

Under penalties of perjury, I swear or affirm, pursuant to FLA. Stat. s92.525 that I have read the foregoing and the facts stated there are true. I am over the age of 18, have no interest in the above action, and am an Approved Process Server in good standing in the county in which service was made.



Mary Green #243
Process Server

Affordable Process
5020 Golfview Court
Unit 1426
Delray Beach, FL 33484
(561) 266-3684
Our Job Serial Number: AFR-2023001143

IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO. 2023-027447-CA-01

RICHARD SIMRING, *et al.*,

Plaintiff,

v.

CREDIT ONE BANK, N.A., *et al.*,

Defendants.

**NOTICE OF APPEARANCE AND NOTICE OF COMPLIANCE WITH
FLA. R. JUD. ADMIN. 2.516 AND DESIGNATION OF EMAIL ADDRESSES**

The law firm of Holland & Knight LLP serves notice of its appearance for Defendants, CREDIT ONE BANK, N.A.; CREDIT ONE FINANCIAL, INC.; LVNV FUNDING LLC; SHERMAN FINANCIAL GROUP LLC; SHERMAN CAPITAL, LLC; SHERMAN ORIGINATOR LLC; SHERMAN ORIGINATOR III LLC; MHC RECEIVABLES, LLC; ANDREU, PALMA, LAVIN & SOLIS, PLLC; BENJAMIN W. NAVARRO; SCOTT E. SILVER; PAUL FALLAVOLLITA; DANIEL PICCIANO; JON MAZZOLI; KEVIN BRANIGAN; ROBERT DEJONG; MICHAEL WIESE; MARK RUFALL; JUAN G. ANDREU; JORGE LUIS PALMA; and KRISTINA BIANCA MOEHLE, in the above-captioned case, and requests that copies of all pleadings, notices, orders, and documents relative to this case be served upon the undersigned. The emails for service are:

Primary: Cory.Eichhorn@hklaw.com
Sydney.Alexander@hklaw.com

Secondary: Miurel.Martinez@hklaw.com

HOLLAND & KNIGHT LLP

Counsel for Defendants

701 Brickell Avenue, Suite 3300

Miami, Florida 33131

cory.eichhorn@hklaw.com

By: s/ Cory Eichhorn

Cory William Eichhorn, Esq.

Florida Bar No. 576761

Sydney Alexander, Esq.

Florida Bar No. 1019569

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 7th of February, 2024, a true and correct copy of the foregoing was electronically filed with the Florida Courts E-Filing Portal which will serve it via transmission of Notices of Electronic Filing generated by the ePortal System on All Counsel of Record.

s/ Cory Eichhorn

Cory William Eichhorn, Esq.